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The Solicitors' Journal.

LONDON, DECEMBER 3, 1864.

The Bar meeting held last Monday in Lincoln's-inn Hall, on the subject of law reporting, presented a remarkable contrast to both its predecessors. The first meeting was turbulent, noisy, impatient, like the assemblage which collects before the hustings of a small borough in the north, at a contested election, to annoy, with impartial pertinacity, every speaker in his turn. The second meeting was grave, judicial, deliberative, like men who had come to be informed upon a subject in which they were interested, and who desired above all things "to be quiet, and to do nothing rashly." The last meeting was hurried, practical, somewhat indifferent withal, like a general meeting of the shareholders of a railway company come to vote for the directors' programme, and be done with it—too decorous to interrupt the speakers by the clamour of last December, too sick of the whole affair to listen to what they had to say as in July—whose principal object, as freely expressed in the body of the hall, was "to have no more adjourned meetings."

It was to this feeling, rather than to any determination on the part of the Bar to refuse that which, after all, was a demand for simple fairness and justice, that we must attribute the defeat of Mr. Hemming's motion for inquiry—a motion, the reasonable nature whereof is so self-evident that it would have seemed not to require his terse and cogent argument to support it. What could be more moderate than to ask that before the Bar committed themselves to the creation of a new set of reports, they should know the data on which they were called upon to assume that such new reports would be self-supporting?—more especially when we consider that this is an enterprise *without capital*, which, if not self-supporting *from the outset*, must collapse at no distant period. And yet the bar (so far as they were represented at the meeting) have deliberately determined to leap in the dark, and have refused to call for lights which must, if demanded, have been supplied them. We much doubt if the legal public (the Bar absent from the meeting, and the Solicitors) will show the same sheep-like spirit. It may be all very well for the 126 to say, with short-sighted selfishness, if we can get even a year or two of general reports at £5 5s., *apres cela le deluge;* but what will be the condition of the report-reading public, at the end of that "year or two," in the not improbable event of a failure of the scheme from want of funds? They will have broken the continuity of their sets of the existing reports; possibly have damaged, in greater or less degree, the efficacy of those reports; certainly have disturbed, more or less violently, all present arrangements, only to find themselves thrown back upon that which they have rejected, with the alternative either of completing their back numbers at an increased price, or, at any rate, with the dead loss of their subscriptions to this new series, or of seeing for ever after on their book-shelves certain *hiatus valde deflendos* productive of continual inconvenience and annoyance. The case is not without precedent; let the subscribers to the "Common Law and Equity Reports" say what they have taken by their motion.

That the projected new series will be a financial failure, seems almost beyond dispute. The ανηριθμον γελασμα which greeted Mr. Daniel's announcement, that they had in four months succeeded in getting something under 300 subscribers towards the 2,000 which is the minimum which the most sanguine supporters of the scheme suppose will suffice, of itself rung out its death-knell. True, Mr. Daniel said they had had communications from all quarters of England—a statement which would be satisfied by 4 letters, and which doubtless pointed to some of the 300 subscribers, and those alone; true, he said that the committee had disapproved of having the feasibility of their bantling thus rudely and practically tested—that we can readily believe; but he omitted to tell the meeting, what is nevertheless the fact, that all through the sittings after Trinity Term a most pertinacious and not always courteous canvass was kept up for subscribers to this scheme, in which at least one member of the committee took a prominent part. We have ourselves seen gentlemen who were disinclined to support the scheme "badgered"—we can find no other term for it— into lending their names, much as a reluctant elector finds a promise of his vote extorted by importunity. That all this resulted in a conditional promise by some 300 equity barristers, without any substantial support from the common law bar or the solicitors, is sufficient augury of the future of the scheme.

We give in another column a short account of the meeting.

The city of Manchester is in dire commotion for want of a winter assize in civil cases. It is not very long since Manchester was without any assizes at all, and was well contented to send prisoners, suitors, witnesses, and all to Liverpool, and that but twice a year, as the assize town for that division of the county. But "*nous avons changé tout cela.*" The growing importance of Manchester, and the enormous accumulation of business at Liverpool, rendered it almost imperative that a fresh distribution of the business should be made, and the removal of the county of York from the Northern Circuit facilitated the change; and accordingly Manchester was selected as the new assize town on that circuit, and last summer the first commission of assize in that city was duly opened by the Lord Chief Justice.

So far so good, but the Mancesterians think, and not without some show of reason, that having been elevated to the position of an assize town, they ought to have all the privileges accorded to other such towns, and especially, as it seems, ought to be on an equality with their ancient rival, Liverpool.

One of the champions of their cause, in a letter addressed to the *Manchester Guardian*, says:—

> The denial of a winter civil assize to Manchester, when one is granted to Liverpool, is little better than an insult to this city and district. It is not so much a grievance for the Law Society as for the corporations of Manchester and Salford, and the magistrates and people of the hundred, to take up. A palace of justice has been built at an enormous expense, and with a completeness of detail such as no similar building in this country can rival. It has been erected at the cost and for the use of the inhabitants of the hundred, who have hitherto been dragged from their homes and business to attend as suitors, jurymen, or witnesses at Liverpool, where they have sometimes been detained for weeks together.

Another writer in the same paper says, and probably with justice:—

> After consideration of the matter, I have come to the conclusion that as there will be no civil assize at Manchester this winter, the time occupied by the judge at Liverpool will be the same within three days as if assizes had been held at Manchester and Liverpool. I may add that I have been credibly informed that Liverpool secured a civil assize this winter, mainly through the exertions of one of its members, who saw or corresponded with the Home Secretary.

And many others followed in the same track.

Now there can be no reasonable doubt that the oftener a court is held in a great mercantile centre like Man-

chester, for the determination of civil causes, the better not only for the particular community, but for the country at large, nay more, that if it were feasible to have a court sitting continuously there, it would be a very great benefit to the country, *provided such a court could either be made self-supporting, or could be supplied without entailing any extra outlay of public money.*

The suggestion which seems at first to have obtained currency as the reason for thus according to Liverpool and not to Manchester a civil assize, was a supposed desire on the part of the senior bar to consult their own convenience rather than that of the public, in this matter. One of the writers above referred to says—

And yet, it seems that the selfishness of two or three leaders of the circuit, whose attendance in December may be very well dispensed with, and whose absence, indeed, would be hailed with satisfaction by the junior members of the Bar, is to be allowed to prevail over the convenience of upwards of a million of people, busily engaged in manufactures and commerce, and whose time is valuable not only to themselves, but to the country at large. Surely this cannot be tolerated.

When, however, the matter came to be investigated by deputations to the Home Secretary and the Lord Chief Justice, it turned out that the supposed reason was entirely groundless, and that the true ground was that the judges desired, in the words of one of the deputation writing afterwards on the subject, "to use Manchester as a cats-paw to secure an additional appointment." In plain words, the Chief Justice informed the deputation that there was no judge who could be spared from his duties in town to go to Manchester; that the necessity of having additional judges had been felt for a long time; and that it remained for the Government to supply the want.

This representation has, as it deserved, met with the most strenuous opposition on the part of the Mancesterians. One gentleman, already quoted, writes:—

I am surprised that the Chief Justice should have attempted to put off the Manchester deptutation with so weak an excuse as that a judge cannot be spared to attend in Manchester in the winter for the despatch of civil business. I imagined that the question we were dealing with was one of place rather than one of time; and that it would take a judge as long to try a Manchester case in Liverpool as on the spot; for the fact is that, if not the whole, yet at all events a large proportion of the cases which would have been set down for Manchester, will be tried next month at Liverpool; and we shall have the anomaly of a judge sitting there to dispose of Manchester business, when an hour's journey by rail would have enabled him to dispose of it in the midst of the suitors and witnesses at home.

And other letters contain a similar refutation of this transparent fallacy.

But indeed the objection in question is but a repetition of a cry now all too frequently heard, that more common law judges are wanted in this country. There could not be a greater mistake. The judicial strength of this country, were it but properly utilized, is far more than sufficient, not merely for all the work it has to do, but for a far greater amount of work than has ever been attempted or thought of, and that not only without overburdening the judges, but without requiring of them anything like the same number of hours of actual labour which they are now compelled to devote to the discharge of their duties. The *Law Magazine and Law Review* for this Quarter contains an able article on this subject, wherein the writer shows conclusively that all the work now done in London and Middlesex could be far better done than it is without requiring any judge to sit more than about three and a-half days in the week, merely by making proper arrangements for division of labour, instead of having, as is now the case, all the judges employed about the same work at the same time.

Without pledging ourselves to the full extent of the amalgamation there advocated (and particularly dissenting from the proposition that the Courts should sit continuously through the long vacation), it must be manifest that an arrangement such as suggested—and which is to some extent anticipated by the formation of the Consolidated Nisi Prius Court in Dublin—would be a great improvement upon the existing system.

Why should not any judge be competent to try London and Middlesex causes at Nisi Prius, not only for his own court, but for the three courts, just as he does in the country at the assizes? Why should not business be conducted in chambers on a similar principle? And if this were done, it would be easy to show that not only Liverpool and Manchester, but York, Maidstone, Exeter, Winchester, Birmingham, Leeds, Kingston, and every other assize town of importance, could have three, four, or more civil assizes per annum, without increasing either the labours or the number of the existing judges.

We hope to return to this subject.

THE DANGERS OF TRAVELLING in railway carriages, according to their present construction, has been lately illustrated from a novel point of view. Not only are we daily in danger of being set upon, robbed, and murdered, as poor Mr. Briggs was; not only are we constantly liable to false charges of assault by designing young women, as Mr. Maguire was;—to these there must now be added the not less formidable danger of being tried for and convicted of a murder which was never committed, supposing a fellow-passenger to meet with his death in a drunken or imprudent attempt to leave a train while in motion.

What would have been the position of the five passengers arrested at Liverpool, under the circumstances detailed below, if the fall of their drunken fellow-passenger had, as might naturally have been expected, have caused death? Would anyone have believed their story? In the present state of public excitement in reference to this matter, it is not improbable that, if put upon their trial for murder, they would have been convicted.

The following is the story:—

When the express train which leaves London at 5 p.m. reached Rugby on Monday night last,* it was discovered that a man had been thrown out, or had fallen out, on the way. Immediately the fact was known, it was telegraphed to Liverpool, and on the arrival of the train there, five men occupying the compartment spoken of were taken into custody. Their names were—James Murphy, William Reynolds, Joseph Mantel, and James Burnes, seamen; and a sergeant in the Royal Artillery, named James Cowperthwaite, on leave of absence from Sheerness. Cowperthwaite made a statement to the effect that when the express left London there were in the same compartment of a second-class carriage with himself, the four men mentioned, another man, who is said to have got out at Crewe, and Edward Apter, the man supposed to have been killed. This man seemed to be about twenty-one years of age, and was drunk. Soon after leaving London he began showing his money, which was in an old-fashioned red leather purse. Murphy told him not to be a —— fool, but to put his money back. The man appeared to be very careless about it, and answered that it was "all right." They then had some drink, of which Apter partook. Shortly after this, Apter jumped up and said he wanted to get out, as he was at Euston-square. Murphy took hold of him by the collar, and pushed him on to the seat, telling him to sit still. Apter again got up, and staggered against the door of the carriage, which flew open and he fell out. At this time the train was going at forty to fifty miles an hour, and it was of course supposed that he was killed. The line was searched from Rugby for a considerable distance, but no trace was found of the missing man. The result of the search was telegraphed to Liverpool, and all the men there in custody were kept under surveillance. Murphy, who appeared to be most intimately associated with the occurrence, began to be very uneasy at his position. The oddest part of the story has yet to come. By the train which arrived in Liverpool at eleven o'clock the next morning, the missing man presented himself safe and well, with scarcely a scratch to show. His account of his extraordinary escape has a very ludicrous aspect. He remembers distinctly having been in the railway carriage, but everything else is a blank until he found himself awaking from a damp sleep in

* Nov. 21.

the ditch, at the bottom of a high embankment. He supposes that he awoke about ten o'clock, but his sleep must have lasted much longer. He managed to find his way to the next station, and went on to Liverpool at the first opportunity.

WE MENTIONED last week * that Miss Longworth now proposed, if possible, to raise the question of her marriage over again upon fresh evidence. The following is the pleading (*Scottice*, "condescendence") which she proposes to put in for this purpose :—

Since the judgment of the House of Lords, the pursuer in the declarator of marriage has been informed of certain facts that would have been proved had they come to her knowledge before the proof was closed. By a letter sent to her in the beginning of August, 1864, she was informed that Major Yelverton, the defender, had, when on a visit to his brother Frederick, now deceased, during the last illness of said Frederick Yelverton, acknowledged and admitted that he had married the pursuer in Scotland, and renewed his marriage vows in Ireland ; that he had made said acknowledgment to the said Frederick in the presence of Sarah Mullins, who was at the time attending him as sick-nurse. The said Sarah Mullins died in the Meath Hospital, Dublin, and when she lay there in a dying state, she was attended by the Rev. George Campbell, A.M., a clergyman of the Church of England and Ireland, and she informed him of what had passed between the two brothers in reference to Major Yelverton's marriage ; and the said clergyman communicated to the pursuer what he had been told by the dying woman, after the reversal of the interlocutor of the Court of Session by the House of Lords had suggested to his mind that additional evidence might be of consequence to the pursuer. She now avers and desires leave to prove that Major Yelverton acknowledged to Frederick Yelverton, his brother, now deceased, in presence of Sarah Mullins, that he had married the pursuer in Scotland, and that he had previously made similar acknowledgments, so that the said Frederick Yelverton fully believed that Major Yelverton had married the pursuer in Scotland. The pursuer now believes and avers that Major Yelverton had made similar admissions to his father and other relations ; and she intends, if an opportunity be allowed her, to examine them as witnesses.

We give elsewhere a short note of the proceedings in the Court of Session.

A GENTLEMAN, styling himself "Old Mortality Redivivus," has addressed a letter to the *Times*, calling attention to a discovery which he appears to have made of a circumstance, which he not unjustly terms "at least an unfortunate mistake, which some would designate a most wanton outrage."

It seems that, while "Old Mortality" and a friend were examining, with antiquarian eye, the restorations lately effected in the Temple Church, the writer saw "on a much decayed blue flag or slate ledger stone, covered with dirt, certain letters of an uncial character, ending 'DEN.'" His curiosity thus awakened, he carefully removed the dirt which had been carelessly thrown over the stone by the workman employed in effecting these restorations, and found that the slab in question was the covering or flat ledger stone of a tomb. This led to renewed exertions to clean the stone, the result of which was that he found the crest over the stone in question upon an esquire's helmet effaced, but the arms beneath —namely, two swans and three cinquefoils—still decypherable, while underneath appeared in large letters,

"J. SELDENUS, JC.
heic situs est."

As the writer, who appears to be well imbued with antiquarian lore, was aware that there had been over Selden's tomb an inscription on the south wall, near the round walk, upon a tablet of marble, and as on searching the spot in question no such inscription was to be found there, or in the ambulatory in the gallery, and as the beadle in charge informed him that he knew of no monument to the memory of any Mr. Selden, he set to work to look for it in earnest, and eventually found behind the seats of the Benchers of the Middle Temple, the marble tablet in question, completely hidden from sight, but having still upon it the following legend, which agrees with that given by Sir William Dugdale, and with a notice in Wilkins's Selden, Vol. 1. p. xlvii:—

"JOHANNES SELDENUS.
heic juxta situs,
Natus est XVI. Decembris MDLXXXIIII.
SALVINTONIÆ,
Qui viculus est TERRING occidentalis
in Sussexiæ maritimis,
parentibus honestis,
Joanne Seldeno Thomæ filio
e quinis secundo,
Anno MDXLI. nato,
et
Margareta filia et hærede unica
Thomæ Bakeri de Rushington,
ex equestri Bakeriorum in Cantio familia
filius e cunis superstitum unicus,
Ætatis fere LXX. annorum
Denatus est ultimo die Novembris
Anno salutis reparatæ MDCLIV.,
per quam expectat heic
Resurrectionem
fœlicem."

This is bad enough, but as the melo-dramatists say "worse remains behind." We give the next statement in the writer's own words :—

My inquiries were then directed as to whether, amid the changes which had taken place since, as a youthful antiquary, nearly thirty years ago I had on my own first visit to this metropolis ventured to remove the whitewash from off one of the marble pillars of this once sepulchral temple, little dreaming of the consequences which would ensue. I could trace the subsequent removal of the dust and bones of this once profound scholar, and it was with much regret that I found they had been carted away and shot into a dusthole.

We trust that something will be done, and speedily, by the benchers of either temple to mark their regret at so—to say the least of it—unfortunate an event.

THE VACCINATION ACTS, although apparently intended to operate for the benefit of individuals only, are such as it is the interest of every person to enforce. The barriers of ignorance have for so long a time stood in the way of those charged to administer vaccination gratis, that in many places, and we believe we should be justified in saying that in most places, compulsory vaccination has almost fallen into disuse, chiefly through the unwillingness of the poorer classes to submit to it, but partly through the inertness of medical practitioners. Not long ago we had occasion to notice a case,* in which a medical man was indicted by the Cambridge Board of Guardians for neglecting to comply with the provisions of the Act 16 & 17 Vict. c. 100, in not transmitting to the registrar of births a duplicate certificate of successful vaccination. On Monday last the board of guardians of Wandsworth took out a summons against two women for neglecting to have their children vaccinated. Small pox prevails in the neighbourhood of Putney, where these women reside, and the medical officer, in taking precautions to prevent the spread of the epidemic, had made a house to house visitation, and found the child of one of these women not vaccinated. Although she had promised to have it done she had neglected it, but after the summons was issued, the child was vaccinated. The other case was said to exhibit peculiar features of aggravation. The parents had refused to have the child vaccinated, and one of them had said—"If it is God's will they should have the small-pox they would have it;"—and the same persons had also advised their neighbours not to have their children vaccinated. The consequences had been that two of their children had died from small-pox, and another fatal case had occurred in consequence of the disease breaking out in the family. There were in that family five children not vaccinated. Both women were fined for the offence, and it is to be hoped that others

* 9 Sol. Jour. 77.

* 8 Sol. Jour. 973.

will profit by the example. Such *crassa ignorantia*, and total disregard of the lives of others is too lamentable even among the uneducated classes, but unhappily there are not wanting, among the upper and middle classes, those who deny the efficacy of vaccination, forgetting, that in refusing to make use of it, they may risk the lives of those around them. We believe that attention has, of late, been thoroughly aroused to the importance of the Vaccination Acts, and that boards of guardians are becoming more vigilant and active than heretofore in carrying their provisions into effect.

THE SUBJECT OF DEATHS BY SUICIDE in the cells of the Metropolitan Police Courts, was commented upon in these columns not long ago,* and we have now to record an instance of a death which took place recently in the cells of the Paddington station. On the 24th ult. the coroner for central Middlesex, held an inquiry on the death of Benjamin Haw, an old man sixty-three years of age, who died from chronic bronchitis. He had been taken into custody for illegally pawning, and was made to walk from Kensington to Paddington during a heavy fall of rain. Without being allowed an opportunity of warming themselves, Haw and his wife were thrust into a cold cell where they remained all night, and at six o'clock in the morning warm air was turned into the cell. On being taken before the magistrate, the prisoner was remanded for a time, during which period of remand he died. The coroner very opportunely remarked to the jury, that "until a man was convicted, some slight attention ought to be paid, if not to his comfort, at all events to his health," and the jury returned as a verdict "that deceased died of bronchitis, and that his death was accelerated by cold at the Paddington police station, on the night previous to his appearance before the magistrate." No doubt the man's age and infirmity predisposed his constitution to be affected by the treatment he received, but as it is clear that his death was accelerated by it, the question naturally occurs, who was to blame? The fact is, that the whole system of the metropolitan police cells requires reform, but in the meantime, and until the authorities bestir themselves, we think some discretion might be allowed to the inspector on duty to permit prisoners to have such comforts, that their health may not be interfered with. It should be remembered that these cells are only places of detention and not of punishment, and that such a neglect of the prisoners as was instanced in the case before us, besides leading to the deplorable termination described, is opposed to all rules of humane treatment.

THE TRANSFERENCE OF THE CAPITAL OF ITALY to Florence raises an interesting question, with which the Parliament must shortly be occupied. It is known that Tuscany possesses a penal code different from that of the other parts of Italy, and from which the punishment of death is excluded. The transference of the capital to Florence requires the extinction of these differences, and it will be a question whether the punishment of death will be re-established in Tuscany, or if its abolition will be extended to the rest of Italy. The municipal council of Florence has just expressed an opinion in favour of the latter view; and we await, not without interest, the time when the question of the punishment of death, so much agitated recently, *apropos* of several celebrated trials, will be submitted to a regular discussion before the Chambers at Turin, on the occasion of the change brought about by the treaty of September 15.

MR. HENRY, chief magistrate at Bow-street, had the honour of an audience of her Majesty on Wednesday last, on which occasion she was pleased to advance him to the dignity of knighthood. This is, we believe, the first occasion on which this honour has been conferred on an inferior judge, and we are sure no better case could have been selected for such a precedent.

WE REGRET to have to announce the death of the Honourable Judge Elgee, of Louisiana, which took place suddenly, from disease of the heart, on the 7th of October last, at New Orleans. Judge Elgee was grandson of the late Archdeacon (Elgee) of Ferns. Having settled many years ago in the southern States, he rapidly acquired by his talents and legal acumen and great eloquence, a distinguished position at the American bar, and eventually rose to the bench. He had, however, retired before the breaking out of the war, and was then one of the wealthiest men in Louisiana. During the year prior to that period he had invested 500,000 dols. in the purchase of an estate, the largest purchase ever made in Louisiana by a single individual. This plantation he called "Leinster;" for though so long and so far separated from his country, Judge Elgee never forgot his fatherland, and whenever a subscription for any good cause was set on foot in Ireland, his generous aid was never wanting. Judge Elgee leaves an only son, who before the war was Secretary of Legation at Mexico, and is now aide-de-camp to General Lee.

WE REGRET to have to announce the death of Mr. Serjeant Stephen, whose name is well known in connection with "Blackstone's Commentaries." He expired on Thursday last, at the age of 78.

THE HON. JAMES CHRISTIE PALMER ESTEN, Vice-Chancellor of Upper Canada, died at his residence, in the city of Toronto, on the night of Monday, the 24th of October last, at the early age of 59. His death was by no means unexpected. For several years he was a great sufferer, owing to a painful malady, of which it is said his father died. In September last he submitted to a surgical operation; but owing to his failing health, there was not strength enough remaining to withstand the effects of the shock. This "upright man and eminent judge," as he is most deservedly styled by the Upper Canada *Law Journal*, may be regarded as a hereditary lawyer; his father was Chief Justice of the Bermuda Islands; his grandfather was Attorney-General of the same Islands. He himself was born there, in the year 1805. On the 29th of June, 1830, he was called to the bar by the Hon. Society of Lincoln's-inn, and subsequently became a conveyancer at Exeter. In the year 1837 he emigrated to Canada, and settled at Toronto, where he practised at the bar with success till the year 1849. When the Court of Chancery was reorganised in that year, by the appointment of a Chancellor and two Vice-Chancellors, he was appointed senior Vice-Chancellor, an office which he retained till his death. The Upper Canada *Law Journal*, in its notice of his death, says of him:—"His learning adorned the bench, whilst his courtesy to the bar made it a pleasure to practise before him. He was, beyond all question, the most profound real property lawyer in Upper Canada. His caution was as great as his learning. His whole aim was to discharge the duties appertaining to his office conscientiously before God and man. He was a close student and a hard worker. Idleness he abhorred. What he considered his duty to be, that he rigidly and sacredly performed. He felt also that whilst doing his duty as a judge, he owed a duty to the Judge of all men, and while discharging the former he never forgot the latter. Thus he lived and died—a great lawyer, and, what is still better, a sincere Christian."

WE NOTICE WITH REGRET the recent death, at the ripe age of eighty-six, of the Hon. Roger B. Taney, for nearly thirty years Chief Justice of the Supreme Court of the United States. The deceased was born in Maryland, where his ancestors, an old English Roman Catholic family, had settled in the beginning of the 17th century. Admitted to the bar in 1799, he soon afterwards took an active part in public life. He was delegate to the general assembly in 1800, and State senator in 1801. In 1831, he was appointed, by President Jackson, Attorney-General of the United States. Nominated by the President to the Secretaryship of the Treasury, he was opposed by the Senate, which then contained a large Whig majority;

* 8 Sol. Jour. 909.

and not long afterwards the same Senate vetoed his appointment as an associate judge of the Supreme Court. On the death of Chief Justice Marshall, however, in January, 1837, a Senate of a different political complexion confirmed his nomination to the Chief Justiceship, an office which he continued to hold until his death.

When the question of the "constitutionality"—to use the American word—of the Abolition proclamation of President Lincoln seemed likely to occupy the attention of the Supreme Court, the Government, who were aware of the strong "States' rights" principles of the Chief Justice, himself a Southerner and a Democrat, used every exertion to persuade or force him to resign, but in vain; the stout old man, like the Irish judge upon whom a similar pressure was some years ago put, determined to die in harness rather than make a vacancy to please a political antagonist. The Government then endeavoured to pass an Act for increasing the judicial strength of the Supreme Court, with a view of outvoting the Chief Justice on that and similar questions; but that attempt was frustrated by the Senate.

Chief Justice Taney was the third person who has held the office of Chief Justice of the United States. The appointment being for life, and conferring great political power, is one of the high prizes sought after by the numerous lawyers who fill almost every place of honour and profit in America, from Generalships of Division down to memberships of Congress, and it is reported that Mr. Chase, ex-Secretary of the Treasury (*Anglice*, Chancellor of the Exchequer) will be appointed to fill the present vacancy.

THE GRIEVANCES OF SERJEANT GLOVER.

The wearisome litigation with the French Government, in which Mr. Serjeant Glover has been so long involved, has at length come to an end, and we trust that the profession and the public have seen the last of it. We are sure that there is not a journalist of any shade of opinion on either side of the Channel who will not rejoice at the total break down of the plaintiff's case. That such an action should have been brought by a member of the English Bar, is lamentable; but that he should have brought it with success, would have been matter for still deeper regret. He has met with deserved defeat, and will retire from the contest without the sympathy of a single one of his professional brethren.

The story, when stripped of the mass of gossip which has gathered round it, is a very short one. In the year 1854 Mr. Serjeant Glover became the proprietor of the *Morning Chronicle*, a paper then having a considerable circulation. Its palmy days, indeed, were over; it was no longer, as it had been in the time of Perry, the organ of a great political party; and it had suffered greatly in reputation whilst under the management of those High Church Peelites, who afterwards, in company with a band of fresh and more brilliant coadjutors, made a happier experiment in starting the *Saturday Review*. But the *Chronicle*, though damaged, could easily have been revived by a skilful and honourable proprietor. It enjoyed the *prestige* of age, which always counts for a good deal with English people. Unhappily, however, Mr. Glover adopted a course which, while certainly possessing the merit of originality, led swiftly and surely to the ruin of his newspaper. He determined to sell his services to the French Government. Accordingly, towards the close of the year 1856, he opened negociations with M. Bonard, a French advocate, and the Chevalier St. André—at the same time beginning to "write up" the Imperial policy in the columns of the *Chronicle*. In due time there came an interview with Duke de Persigny, and, on the 30th April, 1857, Mr. Glover, having gone to Paris, was honoured by a conversation with Louis Napoleon himself. "On that occasion the Emperor said he was very much obliged and indebted for the manner in which the *Morning Chronicle* had acted, and asked me what he should do for me?" This delicate compliment might have turned a weak man's head; but Mr. Serjeant Glover, like the sturdy British barrister and journalist that he was, was not dazzled even by the full blaze of the Imperial countenance. He resolved to "improve the occasion." Some subordinates hinted that his exertions deserved reward, and something had been said about a concession for forming a telegraphic connection between Bordeaux and Boston, in America. Now was the time to clinch the bargain. "I said there was a hitch in the telegraph concession, and I would feel obliged if his Majesty would do something for me in the matter. He said, 'write me a letter.' I asked how it was to reach him? He replied, 'through the Duke de Persigny.'" The letter, to which we shall again have to refer, was written, and the telegraphic concession, dated the 19th of May, was made out, and received by the plaintiff on the 4th of August.

But, according to Mr. Glover's case, this reward was a very small part of what he was entitled to at the hands of the grateful Government of France. He alleged that, before his visit to Paris, an agreement had been made with him by the agent of the French Ambassador, according to which the services he had rendered previous to January, 1857, were to be remunerated in some substantial manner, and his subsequent services were to be paid at the rate of from £700 to £800 a month. There was a further stipulation that if the *Chronicle* became depreciated in value in consequence of its anti-national tone, the damage should be made up to the plaintiff. From January, 1857, to October, 1858, therefore, morning after morning, the *Chronicle* appeared with flaming eulogies on the Imperial *Régime*. The result was a dismal decline in its sale. We may remind our readers that in the spring of 1858, all England was boiling over with indignation at the insolence of the French colonels, and a paper which persistently wrote from a French point of view had no chance whatever of being acceptable to the public. The rumour, too, spread that these glowing periods were written to order, and from that moment the fate of the once famous *Morning Chronicle* was sealed. After a few feeble struggles, fluctuations in price, and, we believe changes in the proprietorship, it ceased to exist.

There remained but one way in which Mr. Glover could compensate himself for his misfortunes, and that was to enforce his supposed contract with the Duke de Persigny and M. Billault. He accordingly brought the action against them, which came to an issue last Saturday. According to his statement, the substantial reward he was to receive for his services prior to January, 1857 was represented by the telegraphic concession, and he was still entitled to the money due on the agreement, for his articles written between January, or, at any rate, May, 1857, and October, 1858, and for the depreciation of the *Chronicle's* sale. But, unfortunately for him, there was still in existence the letter he wrote at the emperor's request, in May, 1857. It was addressed to M. Billault, and began by expressing the writer's pleasure that his articles had been received with satisfaction in France. "Be assured," it continued, "I feel pleasure at such circumstances, especially since these were written and published from a thorough personal conviction of their authenticity." Then followed a statement that the telegraphic concession, if "accelerated and accorded," would be considered a complete requital. As events turned out, the telegraphic concession proved to be worth nothing to Mr. Glover, and had the letter contained no more than we have quoted, he might, perhaps, have got over the term "complete requital" he had used. But there was one more awkward sentence, which ran as follows:—"May I be allowed to add that I do not expect or claim the slightest recompense for anything whatever which has appeared in the *Morning Chronicle* on any such subject." The whole letter, therefore, showed that up to that moment Mr. Glover had no claim on the French Government, and that the "concession" was to be a complete requital for future services.

It is not one of the least remarkable circumstances connected with this case, particularly if we bear in mind that the plaintiff is a barrister and serjeant-at-law, that this important letter was supplied by him to his own counsel in a garbled form, and they were thus misled into putting in a false copy. Can it be that the learned serjeant did not know the terms, or the existence, of the original?

Of course the case broke down the moment the real terms of the letter were known, and Mr. Glover has failed to obtain the poor satisfaction of getting damages out of the French Government. We are, however, by no means prepared to say that we consider the defendants free from blame. It is quite impossible to suppose the whole story about the agreement to be an invention. The Duke de Persigny, or his agents, do seem to have been ready to buy, if they did not actually buy, what Mr. Glover should have scorned to offer for sale. It is a very small excuse for him that he was penetrated with a "thorough personal conviction" of the authenticity of his articles. However completely his opinions may have jumped with what he most erroneously believed his interest, he had no right to palm off upon his readers the opinions of the creatures of the French Emperor as those of independent English writers. Yet, from the particulars of demand in this action, this is what Serjeant Glover was not above doing; and the process of mystification was carried a step further with his knowledge, for in some cases the very articles which he had received in the French language and translated into English for the benefit of the English public, were again re-translated into French and circulated for the benefit of the French public in the Paris papers, as *bona fide* expressions of English opinion.

We shall make no further commentary on Mr. Glover's conduct. No one will regret either the loss he has suffered himself, or the ruin he entailed on his newspaper. A journal conducted upon principles of "organized hypocrisy" deserved to die, and in England was sure to die. There can be no objection to the French Emperor or anyone else establishing an organ in London to promulgate his views if he thinks it worth while to do so. But that such an organ should secretly receive subsidies, and at the same time pretend to be independent, is a literary deception which the public have a right to resent.

THE FLORIDA.

Though, as might be expected, entirely devoid of sympathy for the Federal cause, in the unhappy civil wars which for the last four years has been devasting the United States of America, we have more than once found it necessary to protest against the doctrines laid down by the "Southern sympathisers" in this country, as principles of international law. These principles, resting as they do on custom and precedent, rather than any definite "ordinance"—on customs often various, and precedents not seldom conflicting—are not always very easy to determine, or very certain in their application, and are seldom, indeed, capable of being laid down in the sweeping manner in which some of our contemporaries delight to handle them.

Of the "wild shrieks" which from time to time have been uttered by that portion of the newspaper press above referred to, perhaps none have been so utterly beyond the mark as the fierce howl which has been sent forth in respect of the capture of the above-named vessel.

The facts are few and simple: the *Florida* was lying in the port of Bahia, a Brazilian, and therefore neutral, port, a large part of her officers and crew were on shore, when she was, without any warning, captured by a Federal cruiser, the *Wachusett*, and safely carried off into the high seas, and thence sent home as prize.

That this was a flagrant breach of the rights of Brazil there can be no question, no question either that the Brazilian forts, under the guns of which the *Florida* was lying, would have been perfectly justified in firing on and sinking the *Wachusett's* boats, had they thought fit so to do. Further, the Brazilian government have a perfect right, if they please, to make this act a *casus belli*, and at once to enter into an alliance, offensive and defensive, with the Confederate States. The dicta of modern judges, though not, so far as we can learn, any actual precedent, carry the neutral rights one step further, and justify other neutral powers, upon a complaint made to them by the power aggrieved, in resenting the act as an attack upon their common neutrality.

Such being the extreme limit of the law as against the offending belligerent, we are greeted by a leading morning journal with the following outburst:—

"A dispatch communicated to us by a contemporary who maintains close relations with the agents of the Confederacy, narrates a proceeding without precedent or parallel in the history of the world. An act of pure, simple, unmistakable piracy has been committed by one of the great maritime powers in the harbour of a friendly state. This is no case of uncertain evidence or doubtful law. There is no question as to the distance from shore at which the outrage was committed. There is no doubt, difficulty, or confusion as to the meaning of the law. The criminal can have no excuse, true or false, to plead; and if the offended power had taken him in the act, and hanged him at the yardarm of his own ship, his government would have no right to complain. Nay, if his own Government do not instantly release his prize, and offer a complete apology to the injured state, it will be the duty of all the Maritime Powers to interfere, and demand reparation for a gross offence against the public law which binds and protects them all."

Short as this extract is, it contains a grave error in fact, and three gross mis-statments of law.

First of all, it is not true that this proceeding is "without precedent or parallel in the history of the world;" on the contrary, instances of similar violations of neutral territory are numerous, perhaps the most flagrant of them all being the seizure of the Danish fleet by Great Britain in the beginning of this century.

Secondly, the act in question is not an act of piracy at all, but of warfare—warfare, that is, against the neutral state, which has a right to resist the aggression by armed force at the time, or to treat it as a *casus belli* afterwards; but still simply warfare, and no more of the nature of piracy than the violation of a blockade by a neutral vessel is in the nature of smuggling.

Thirdly, the consequences entailed upon the captain and crew of the offending vessel, if successfully resisted and taken in the act, are merely those which every prisoner of war has to encounter, and if the neutral government were to treat them as criminals, in the manner suggested in the *Standard*, the proceeding would be simply a murder. The only enemy whom you are, by the modern law of civilized nations, justified in putting to death in cold blood, is a spy.

Lastly, no duty whatever is cast upon the maritime powers, or any other power (except perhaps Brazil herself), in relation to the case. The offended neutral has a right to waive the insult if it so please him, subject, however, to the risk of this being treated as a "siding with the enemy" by the Confederates; or, he may, as we have said, insist upon restitution and apology, or, in the alternative, war; or he may apply to other neutral powers with a view to common action in the presence of a common danger; and if he elect to pursue this last course, it is *competent* for the other neutral powers, if, after remonstrance, they find their representations disregarded, either to treat the affair themselves as a *casus belli*, or to declare that the offending power has lost its right of asylum in their waters; but there is no *duty* whatever cast on them in this respect. England and France are no more bound to prevent New York from attacking Brazil at sea than to prevent Prussia from overrunning Denmark on land; nor even if, after due application from Brazil, and consequent remonstrance on their part, that remonstrance should be disregarded, is there any greater obligation on them to enfore that remonstrance by action than there

was to compel compliance by Russia with the note addressed to her on behalf of Poland.

But not only is it never a *duty* of the other neutral powers to interfere in such a case, but they have no *right* to do so except on the express request of the power assailed. What would have been thought of a proceeding by the western powers to punish Russia for having followed Polish fugitives into Posen, and arrested them on Prussian soil, Prussia herself not making any complaint whatever? Yet that is precisely what the *Standard* would have us do in this case, on a mistaken idea that, though we have ceased to be "the gaoler of Europe," we should still be a sort of "special constables of the seas."

"Brazil is not able to avenge her own honour. It is imperative upon the maritime powers at large, and upon France and England in particular, to take up the case on behalf of one too weak to protect herself. We are all equally interested in maintaining the sanctity of neutral waters; for there is no nation whose ships may not, at one time or another, be forced to seek shelter in the ports of a friendly power; and if they are liable to be there seized or attacked by an enemy, international confidence and maritime commerce can no longer exist in time of war. But no word of rebuke from England followed the outrage committed by the seizure of two Confederate officers in Morocco; and we dare say that this outrage on the collective rights and interests of the maritime powers will be regarded with similar equanimity. The Emperor of the French, however, is neither a coward nor a Federalist; and it is not impossible that he may choose to exhibit in striking contrast the dignified disinterestedness of France and the timidity of her ancient rival, by undertaking personally to redress a wrong which, though it be an injury to the civilised world at large, is yet especially addressed to the first of naval powers, and cannot be passed over in silence without degrading yet further the tarnished honour and damaged prestige of England."

We do not hesitate to assert that for either France or England to interfere otherwise than by friendly representations, except at the express request of the Brazilian government, would be an impertinence utterly unjustifiable, and which could only escape punishment because the countries insulted would be too weak to inflict it.

At present the Emperor of Brazil has made no complaint, at least to England, and though it is said that he has requested the good offices of the French Emperor in the matter, no official confirmation even of that has yet reached us.

But the writer is as wrong in his ideas of the duty of Brazil as in his notions of that which is incumbent on the other neutral powers. He says—

"If it should prove that Brazil was a consenting party to this act of unparalleled treachery and lawlessness, her dereliction of duty will in no sort exonerate the principal offender. Brazil could not give him the right to attack a Southern ship in her waters without previously declaring war against the Confederate States, which she has not done. But there is not, as yet, the slighest reason to suppose that a Government hitherto respected, and deserving of respect, had suddenly been guilty of so infamous a treason against the laws of hospitality, neutrality, and national independence. It is incredible that any Sovereign having the slighest respect for himself or for his Crown could have given permission for the violation of his neutrality by a foreign power. The only fault of which the Brazilian authorities seem to have been guilty is that of timidity. Their duty was to fire into the pirate the instant that her designs were disclosed."

Now the only injured party was the Brazilian government, who were perfectly at liberty to take their own course in the case, provided only they dealt evenly with the parties. Brazil might, without any breach of her neutrality, proclaim that the cruisers of both sides were at perfect liberty to make prizes within her waters, and if she chooses to do so tacitly, no one has a right to complain. As between the belligerents there are no rights, and the Confederates have no more ground of complaint of the seizure of the *Florida*, than the Federals had of the capture of the *Providence*. Brazil, and Brazil only, was injured in the former case; England, and England only, in the latter. England chose, we think wisely, to submit to the wrong rather than embarrass the Confederates by any reclamation on the point, and it may be that the Brazilian government take a similar view of the present crisis; but so long as they act in the same manner to the cruisers of both belligerents, so long and no longer do they preserve their neutrality intact.

It may be useful to turn from this farrago of crude inaccuracies to the consideration of a precedent of some interest, at least to us.

"In 1759,* while England and France were at war, two ships belonging to the latter were captured, and two others destroyed off Lagos, within the jurisdiction of Portugal, by a British fleet. Earnest reclamations were made by the Conde d'Oeyras (afterwards the Marquis de Pombal) then at the head of the Portuguese government, on England, and an extraordinary mission was sent 'to give the most public and ostensible satisfaction to the King of Portugal.'" "All† restoration of, or compensation for, the ships, however, was refused by England. Mr. Pitt, in a postscript to instructions marked 'most secret,' of the 12th September, 1759, to Mr. Hay, minister at Lisbon, says, 'I have thought it may not be improper, for your more certain guidance expressly to signify to you that any personal mark on a great admiral, who has done so essential a service to his country, or to anyone under his command, is totally inadmissible, as well as the idea of restoring the ships of war taken."

No restoration having been made, and the Portuguese government having accepted the proffered apology, France subsequently, in 1762, when seeking ground for picking a quarrel with Portugal, relied upon this alleged grievance as one of the causes of, or rather excuses for, war.

Wheaton‡ also mentions the following somewhat analogous case. "The American privateer, *General Armstrong*, was destroyed in the harbour of Fayal, in September, 1814, by an English squadron. Reclamations against Portugal, for permitting this, were made by the United States, and terminated by the treaty of 26th February, 1851, by the second article of which the matter was left to the arbitration of a foreign power. Louis Napoleon, then president of the French republic, who was chosen arbitrator, decided that inasmuch as the American commander had not applied for redress to Portugal, but had sought for satisfaction by means of war, the Portugese were exonerated from all claims. He, however, admitted that the general rule of international law relating to captures in neutral territories, had not been observed by the English squadron."

Even if the *Standard* be willing to apply to England all the hard terms which it has so unsparingly levelled at Captain Collins, we are not by any means willing to accept them, more especially as they are, beyond all controversy, undeserved.

CHIEF JUDGE IN BANKRUPTCY.

Mr. Commissioner Fane is dead, Mr. Commissioner Evans has retired in consequence of the infirmities of old age, and Mr. Commissioner Fonblanque has virtually, though not actually, retired in consequence of illness, not having sat in court for a period of nearly, if not quite, two years, and the law of bankruptcy is now administered in London by two learned commissioners (Holroyd and Goulburn) only. The question naturally arises, if two judges are sufficient, not only to adjudicate upon the points which arise for judicial decision in the administration of the commercial law of this great city, but also to conduct in a great measure the course of that administration itself, is it not obvious that if the the judicial and administrative functions were properly

* Administration de Pombal, par le Chevalier Degotaux, tom 3, p. 10.
† Lord Mahon's History of England, p. 153.
‡ Page 720, note.

separated, the former could be efficiently and advantageously performed by *one judge alone?*

Of this opinion was the Metropolitan and Provincial Law Association. We learn from the petition which they presented to the House of Commons in 1861, when the existing Act was a bill in progress, that, amongst the amendments which they conceived to be necessary in the construction of the Court of Bankruptcy, the following held an important place:—"1st. To appoint a chief judge of the same rank as the judges of the superior courts, so as to secure uniformity of practice and decision, and the confidence of the country; such chief judge to supersede the London commissioners, and to be a judge of appeal from the country commissioners."

Of this opinion was the then Attorney-General, Sir Richard Bethell, when he first introduced into the House of Commons his bill for the consolidation and amendment of the law of bankruptcy, which expressly provided for the supercession of the London commissioners by the appointment of a chief judge.

Of this opinion was Lord Chancellor Westbury in 1861, though the House of Lords proved to be too strong for him, and compelled him to relinquish (we hope but for a time) this project.

To this end, moreover, has every "amendment" in the bankrupt law which has ever taken place directly tended, from the time when the entire body of creditors administered the estate, and voted on the certificate as it pleased them, to the days of the fourteen lists of commissioners, and thence through the commissioners on the present system controlled by the Court of Review, and the substitution of the Court Appeal in Chancery for the last-mentioned court, till we come at last to the present time, when all seems ripe for the establishment of a new court of equity for the administration of bankrupts' estates, on the same model (judicially only) as the existing court for the administration of the estates of deceased persons. We say judicially only, because it seems to us that the details of administration ought to be even in chancery, and still more in bankruptcy, in the hands of the creditors themselves. A court to adjudicate on all disputed questions; proper officers to collect and preserve the estate till the creditors are ready to receive it, and to audit the accounts of the creditors' assignees if required; and the appointed agents of the creditors themselves, to divide the same among the various persons entitled thereto, as may be best for the whole body; these seem to be the requirements of administration, and these are what the existing court of bankruptcy does not supply.

The excuse given by the House of Lords for their rejection of the chief judge clauses in 1861, was "economy." The existing commissioners could neither be got rid of nor turned adrift without pensions. But surely a graver error has seldom been committed by the Legislature than when, from the same false principle of economising the public expenditure they refused, in 1849, to secure retiring pensions to the commissioners. We have seen the result. The saving effected by withholding the paltry pensions to which the commissioners would have been entitled, has cost the country fifty-fold the amount saved. These gentlemen have been compelled, by the great necessity of their position, to cling to the office long after age, infirmity, or illness has fairly entitled them to claim an immunity from further toil, even if they were not thereby unfitted for the discharge of their arduous functions. And not only so, but it is no light task to impose upon men who have grown old in the service of one system, to devote themselves at the end of their lives to learning a new law, a course which one of the commissioners in question declined to take. The result of all this, that after more than twenty years of blundering attempts to make a "Court of Bankruptcy," we have now literally to commence the work *de novo*, and we hope that the Legislature will throw no further impediments in the way of its accomplishment.

It is absolutely necessary that a judge of high rank should be placed at the head of the court, and work of an extraordinary character he will have to perform. Still, with the example of the Probate and Divorce Court before us, we may hope that a man will be found who will soon establish order, and develop a sound system of bankruptcy administration.

It is not every man, who is otherwise fitted for the Bench, who should be selected to inaugurate a new system. Even the Bankruptcy Act of 1861 might have escaped some part of the odium that has attached to that measure, had the direction of its practical working-out been committed to a judge of kindred spirit with its author. We now desire to have such a man. The profession, the commercial community, the public, require it. A man of worth and high professional character, yet of energy, and more or less of genius. There must be many amongst the ranks of the Bar who both could and would fill the office with credit to themselves and benefit to the public. Do not let us be supposed in any manner to reflect on the *personnel* of the learned commissioners who now preside at Basinghall-street. The fault is in the system; and we could not point to any witness before the late Parliamentary committee, whose evidence seems more completely to support our proposition (though his opinion on the specific question differs decidedly from ours) than Mr. Commissioner Holroyd himself.

But we not only require a judge of character and weight for the head of our New Bankrupt Court, we must surround him with a numerous and independent Bar. This can only be accomplished by removing his court from the isolated position which now gives to it its peculiar "hole and corner" character, and associating it, either with the equity courts at Lincoln's-inn (if they are doomed to remain there), or with the whole body of the superior courts when we see them collected—*quod diis visum sit*—in the Palace of Justice. It is fortunate in one point of view that Mr. Commissioner Fonblanque has not retired from office; for, under the provisions of the Act of 1861, a new commissioner cannot be appointed in Mr. Fane's place, until the number is reduced below three. The Legislature will possibly be more easily induced to listen to a proposition for the retirement of two than five commissioners. As a bill for the amendment of the Act of 1861 must be brought into Parliament next session, it is to be hoped that no attempt will be made to fill up the vacant commissionership, and that it will be kept open until a chief judge can be appointed. If the two working commissioners cannot get through the business without the assistance which they now receive from some of the registrars, there can be no objection to a temporary continuance of that assistance until Parliament has had time to pronounce once more upon the subject.

JUDICIAL STATISTICS, 1863.

PART I.

Pursuant to the Act of the 19 & 20 Vict. c. 69, the police returns are furnished by the chief constables of counties and the head officers of police of every borough maintaining a separate force, and show the strength and cost of each force, the number of the criminal classes at large, and the number of persons apprehended, and the result of the proceedings against them previously to trial, the number of summary proceedings before justices, and the punishments awarded. To this are added an account of the appeals against convictions by justices out of sessions, and details of the inquests held by coroners, with the costs. The judicial statistics also contain returns showing the number of persons for trial at assizes and sessions within the year, the crimes with which they were charged, and the result of the proceedings against them. Other returns are given of the cases brought before the Court for the consideration of Crown Cases Reserved, and an account of the sums paid by Government in 1862, for prosecutions at assizes and sessions, and under the Criminal Justice Act, and the Juvenile Offenders Act, with

the number of cases and the costs under each head. An account is also afforded of the number and costs of cases prosecuted by the Solicitor of the Treasury.

Under the head of "prisons" are shown the total number of persons committed to the local prisons within the year, and the disposal of them, with details of the prison management and expenses, and the returns give much information with respect to convict prisons, reformatories, and the charge of criminal lunatics.

Since the year 1858, which was the first year of complete returns, the increase in the total police and constabulary, as shown in the returns for 1863, amounts to 2,366, or nearly twelve per cent. During the last year the increase in the metropolitan police was only 24, and the city of London police force remains without change of numbers. Considering the immense growth of London, amounting, it is said, to as much as twenty miles of streets annually, this small addition to a body, which was before wanting in strength to cope with its fast increasing work, cannot be deemed sufficient. The proportion of the police with reference to the population ranges from 1 in 418 down to 1 in 7,027, and many small boroughs still remain with their one policeman to a population numbering almost 5,000. The total cost of the police for the year amounted to £1,658,265 14s. 5d., of which the sum of £394,082 3s. 5d. was contributed by the public revenue, and the increase in the total amount over the cost of 1862, is £61,271 18s. 7d. Of this amount the increase attributable to the metropolitan police is no less than £23,460 17s. 1d., a very large sum as compared with the 24 extra constables employed, seeing that the average total cost per man, for the total number of the police and constabulary in 1863 was only £73 6s. Notwithstanding this increase in the number of the police force of the metropolis, and the increase in the cost of maintaining that force, no greater efficiency has been attained, and the police are now as much as heretofore absent from the spot where, for the moment, their presence is required.

From the different police forces, returns, obtained for the year ending 29th September, 1863, of the criminal classes—so far as known—show a decrease, as compared with 1862, of 1,751, or nearly 6 per cent. in the number of "known thieves and depredators." In the number of receivers of stolen goods, the decrease is 162, or more than 4 per cent. A decrease also appears of 1,156, or nearly 4 per cent. in the number of prostitutes—the greatest proportionate decrease being in those under sixteen years of age; and this follows a similar decrease in 1862 as compared with 1861. In the number of vagrants, an increase over the preceding year is shown amounting to 4,678, or nearly 16 per cent. over the return for 1862. These returns as to vagrants are now accurately made, as the police were employed on one particular night to ascertain the number who slept in each district. Formerly the average daily number found by the police in their respective districts during a whole month formed the fallacious grounds on which the return was based; and in that mode of reckoning it was very probable that some migratory parties might be counted several times in the course of the month in different districts. Notwithstanding the increase in the number of vagrants and tramps, there is, as compared with 1862, a decrease of 912 in the total of the criminal classes reported as known to the police.

The proportion of the criminal classes, as taken from the returns for 1863, to the population in the metropolitan police district, and the groups of towns which have been classed together for comparison in former years, is as follows:—

1. *The Metropolis.*—Including an average radius of fifteen miles round Charing-cross, and comprising the district of the metropolitan police, and the city of London police, 13,236, or 1 in 243·0.

2. *Pleasure Towns.*—Brighton, Bath, Dover, Leamington, Gravesend, Scarborough, and Ramsgate—2,753, or 1 in 80·8.

3. *Towns depending upon Agricultural Districts.*—Ipswich, Exeter, Reading, Shrewsbury, Lincoln, Winchester, Hereford, and Bridgwater— 1,762, or 1 in 105·8.

4. *Commercial Ports.*—Liverpool, Bristol, Newcastle-on-Tyne, Kingston-on-Hull, Sunderland, Southampton, Swansea, Yarmouth, Tynemouth, and South Shields—9,212, or 1 in 116·7.

5. *Seats of the Cotton and Linen Manufacture.*—Manchester, Preston, Salford, Bolton, Stockport, Oldham, Blackburn, Wigan, Staleybridge, and Ashton-under-Lyne—6,323, or 1 in 139·5.

6. *Seats of the Worsted and Woollen Manufacture.*—Leeds, Bradford, Halifax, Rochdale, Huddersfield, and Kidderminster—3,419, or 1 in 128·3.

7. *Seats of the small and Mixed Textile Fabrics.*—Norwich, Nottingham, Derby, Macclesfield, Coventry, Newcastle-under-Lyne, and Congleton—1,910, or 1 in 154·4.

8. *Seats of the Hardware Manufacture.*—Birmingham, Sheffield, and Wolverhampton—923, or 1 in 587·3.

An estimate of the criminal classes, calculated upon the returns for 1863, in the same manner as for preceding years, gives the following result:—

Criminal classes at large (including 33,182 tramps and vagrants)	126,139
In local prisons (exclusive of debtors and military prisoners).....	17,960
In the convict prisons	8,018
In reformatories.....	3,268
Total.....	155,385

And this number is an increase of 17, as compared with the number in 1862. It argues well for the country, as well as for the vigilance of the police, that during a period of universal distress, such as occurred in 1863 in consequence of the cotton famine, no greater increase in the number of the criminal classes has taken place.

According to the table showing the number and nature of the indictable offences committed in each police district, so far as known to the police, we find there were, in 1863, 121 cases of murder reported, being 3 less than in the preceding year; there were 47 attempts to murder, against 63 in the year 1862; 710 of shooting at, wounding, stabbing, &c., with intent to do bodily harm, against 698 in 1862; 241 cases of manslaughter, against 206; 210 concealments of birth, against 157; 755 assaults, against 504 in 1862. These assaults only comprise the more serious cases, and do not include the more numerous offences of this class summarily disposed of. There were also 738 robberies and attempts to rob on the highway, against 566 in the previous year. Offences against the person, with the exception of the two greatest offences of murder and attempted murder, have therefore largely exceeded their number of former years; whether this is to be attributed to the prevalence of strikes in the manufacturing districts, is not perfectly clear. As regards summary proceedings before magistrates, the number of convictions was 283,641, being 10,672 above the number in 1862, and 29,484 above the average number for the five years from 1857 to 1861. Offences of almost every description are evidently very much on the increase, although happily the number of the criminal classes has, during the last year, diminished.

The returns furnished by the coroners, for the year 1863, shows the number of 166 as the infants under one year of age who were murdered during the year, and when we bear in mind that this number bears a very small proportion to the total number (6,506) of infants under seven years of age who meet with a violent, or otherwise premature, death, it cannot be denied that the subject of child murder and child desertion is one which should seriously engage the attention of the Legislature.

The number of persons for trial in 1863 shows an increase of 817, or upwards of 4 per cent. upon the number for 1862. For three years an increase in the commitments has continued, but in a diminishing ratio.

The aggregate increase for those years amounts to 4,819. For the three preceding years there was a continued decrease, the aggregate amounting to 4,270. The increase in the years 1863–62–61 therefore exceeds the decrease in the years 1860–59–58 by 549, by which number the total for 1863 exceeds the total for 1857, the numbers for trial having, previous to 1863, been higher in 1857 than in any year since the decrease which followed the operation of the Criminal Justice Act, commencing with 1856.

There were 29 capital sentences in 1863, being the same number as in 1862; last year 7 were commuted, but in the preceding year the number was 11. Sentences of penal servitude appear to have been steadily on the decrease, while those of imprisonment have as steadily increased for the last six years.

For the decision of the Court of Criminal Appeal 16 cases were reserved in 1863, in 7 of which the convictions were reversed.

The total cost of indictments amounted to £140,881 12s. 6d. in 1862 (the year up to the end of which only the returns are complete) in 17,999 cases, being an average of £7 16s. 6d. in each case.

Persons previously committed form a large class among the prisoners; their number was 45,037, and in those who had been previously committed ten times and upwards the females numbered twice as many as the males.

Out of 129,527 prisoners, only 248 had received a superior education, and the number of those who could read and write well was only 4,581. If instruction is not a means of preventing crime, this fact would seem to bear testimony to the contrary, and to show indisputably that there are fewer criminals among the educated classes than among those who have not received instruction. On the other hand the uneducated form by far the larger proportion of the population, and it is probable that if the numbers of each class could be accurately ascertained, the commitments of educated and uneducated persons would not be so much out of proportion to each other as they now appear. We are unable to follow out these returns in the intricacy of their details, but have endeavoured to give our readers a few of their more salient points in such a form as may be generally acceptable.

EQUITY.

AWARD—JURISDICTION OF EQUITY.

Smith v. *Whitmore*, L. J., 13 W. R. 2.

Although the final decision of the Court of Chancery in this case, under all the circumstances, can hardly have excited surprise, yet, considering the important questions of jurisdiction which were discussed at the bar, and in the judgment of Vice-Chancellor Wood, it is certainly to be regretted that there was so much diversity of opinion between the judges. The arguments in the court of appeal, as often happens, were stripped of much of the complication which they exhibited when the cause was heard before the Vice-Chancellor, and the decision eventually turned, not so much upon the question whether the Court of Equity had jurisdiction to set aside the award complained of, as whether the plaintiff had lost his right to call for the assistance of the Court by his conduct. The whole subject, however, of the jurisdiction of the Court of Chancery in setting aside awards, which has been the fruitful source of so many reported decisions, was re-opened before the Court in the course of the arguments of this case.

The facts upon which the assistance of the Court was asked were shortly these:—The defendant Whitmore was the official assignee of the other defendant Bainbrigge, between whom and the plaintiff there were mutual claims, and who became bankrupt in 1858. The plaintiff and defendants signed an agreement in that year to refer the matters at issue between them to two arbitrators, with power to them to nominate an umpire. There appears to have been no clause in the reference giving power to either party to make the submission a rule of Court; therefore the submission did not come within the original Arbitration Act, 9 & 10 Will. 3, c. 15. But of course either party had power to do this under the Common Law Procedure Act, or under the Bankrupt Law Consolidation Act (1849), although, under the later Act, the submission must be made a rule of one of the common law courts, and not of the Court of Chancery.

The award of the arbitrators, which was made on the 9th June, 1859, was unfavourable to the plaintiff, but the conduct of the arbitrators had been such that he had a probable ground for objecting to the validity of the award. His proper course, under those circumstances, would have been to get the submission made, without delay, a rule of Court, and then to move to set it aside. However, neither party obtained the order to make the submission a rule of Court, but when the defendant brought an action against the plaintiff on the award, in December, 1859, he defended himself by pleading *nul tiel agard*. The Court of Exchequer allowed him, under this plea, to give evidence of the miscarriage of the arbitrators, but this decision was reversed by the Exchequer Chamber, where it was held that the invalidity of the award, which was good in form, could not be put in issue under the plea of *nul tiel agard*. The effect of this judgment was, that a verdict for £364 was entered up against the plaintiff, from which he had no means of delivering himself at common law; he accordingly filed a bill in equity to set aside the award, and to restrain execution.

Now, there are various difficulties in the way of the ordinary jurisdiction of chancery in setting aside an award. In the first place, its ordinary jurisdiction is excluded in all cases which strictly come under the 9 & 10 Will. 3, c. 15; because, by the terms of that statute, as explained by decided cases, where the award has been made a rule of court, it can only be set aside by the particular court which makes the rule.

Secondly, where the submission contains an agreement that either party may make it a rule of court, but this has not been done, the Court of Chancery will hold its hand until it sees whether the successful party intends to proceed under the statute. For it has, after some difference of opinion, been clearly decided that a submission may be made a rule of court, not only after the award has been made, but after a bill has been filed to impeach it (*Nichols* v. *Roe*, 3 My. & K. 431; *Heming* v. *Swinnerton*, 2 Phil. 79).

Thirdly, even after the time limited by the statute for objecting to the award (namely, the term following the date of the award) has passed without the submission being made a rule of court, still a court of equity will refuse to interfere if the reference contain a provision that the submission may be made a rule of court (*Heming* v. *Swinnerton*). This appears to be on the ground that the parties have agreed that the case should be governed by the jurisdiction under the statute. As was said by Sir J. Leach, in *Davis* v. *Getty*, 1 Sim. & Stu. 411, it is the duty of a party meaning to complain of an award in such a case, to make the submission a rule, so as to give the proper court jurisdiction; he could not be allowed by his own default to create a new jurisdiction.

But the case is different where the reference contains no such agreement, and the case comes under the operation of the Common Law Procedure Act or the Bankrupt Law Consolidation Act. The parties are, indeed, in a position, if they wish it, to take advantage of the statutory jurisdiction. But what is there to compel them to do so? This was the case in *Smith* v. *Whitmore*, and Lord Justice Turner remarks—"I cannot go to the length of holding that the mere existence of a power to make the submission a rule of court is tantamount to an agreement that it should be made so, or can of itself, independently of agreement, exclude the ordinary jurisdiction of the Court. To hold this, as it

seems to me, would be, in effect, to hold that the ordinary jurisdiction of this Court to set aside awards is altogether abolished."

Unfortunately the Court was divided in opinion as to the course of conduct which would entitle a plaintiff to to claim the exercise of this jurisdiction. The plaintiff in *Smith* v. *Whitmore* had elected to stand upon his common law remedies, without calling in the aid of the statute; and Lord Justice Turner could see no reason why he should not do so, and why, if he found himself unable to obtain redress at law, he should not invoke the ordinary jurisdiction of the Court of Chancery. "The plaintiff," says his Lordship, "seems to have done no more than this—that he waited until it was attempted to enforce the award against him, and that when this was attempted to be done by the action which was brought against him, he, under the advice of counsel, defended himself by a plea framed for the purpose of getting in issue the validity of the award. I cannot bring my mind to think that the plaintiff, by having adopted this course of pleading at law, and by not having applied to this court until after the mode of pleading had been determined to be ineffectual, ought to be held to have debarred himself from the right to resort to this court for relief, notwithstanding the judgment obtained against him at law."

The view of Vice-Chancellor Wood, which is confirmed by Lord Justice Knight Bruce, is just the contrary of this. The Vice-Chancellor says (12 W. R. 247)—"He must assume that the plaintiff had wilfully, and of his own accord, let pass by the opportunity of setting aside the award at common law. He waited until the action was brought against him, and then insisted on a defence that was untenable. It was not that he had failed by a technical slip in taking one defence instead of another, but he had taken this defence at a time when he could take no other, having let pass the opportunity of defending himself against the award in the proper way, and endeavoured to avail himself of a defence which the courts of common law would not allow." His Honour held (and, as his opinion was upheld, we must consider his to be the correct view) that a plaintiff who so acts disentitles himself afterwards to seek the relief of a court of equity.

THE BAR MEETING IN LINCOLN'S-INN HALL.

On Monday evening, 28th ult., the adjourned meeting of the Bar, upon the subject of law reporting, took place at Lincoln's-inn Hall. The Attorney-General in the chair.

The proceedings were opened about half-past three o'clock, by the Attorney-General, in a short speech, in which he carefully avoided expressing any private opinion on the subject.

Mr. Daniel, Q.C., then—in the unavoidable absence of Mr. Amphlett, Q.C., chairman of the committee—moved that the report be adopted. Referring to the sale of the "regular" reports, at a time when they had a monopoly, he said that he found that there were then 4,000 copies of the Common Law regular reports sold, and 2,000 of the Chancery. He had taken the latter, the lower number, as the basis of calculation. He had then consulted one of the most eminent printers in London—Mr. Clowes, of Stamford-street—as to the cost of printing a "part" of the "regular reports"—about the size of one of the most expensive ("Clark's Cases in the House of Lords"), which cost about 12s. 6d. He found that on a circulation of 500 the cost would be 1s. 10d.; of 1,000, . . 4d.; of 2,000, 1s. 2d.; of 3,000, 11¾d.; of 4,000, 10¾d.; and on a circulation of 5,000, 10¼d. He had then submitted the scheme to the Messrs. Clowes upon the basis of 2,000 subscribers, and asked them if they thought that it was practicable. Their answer was, "We are willing to accept it, and should be surprised if any printer were to decline." It appeared, then, quite possible to have a standard set of reports at a subscription of £5. Upon these premisses he moved that the report be adopted.

Mr. Dickinson seconded the resolution.

Mr. W. M. Best (Best & Smith) moved the omission of that part of the scheme which related to the editors. He observed a remarkable omission in the speech of the mover. At the last adjournment it had been proposed that names of subscribers should be received as a test of the support which the scheme would receive. But as to that a total silence had been observed. In the absence of that, all the estimates in the world were fallacious.

The Hon. George Denman, Q.C., next addressed the meeting. He said that, having been reluctantly appointed a member of the committee, and having attended a great many of its meetings, he wished to state his views. The scheme as proposed by Mr. Daniel depended for its success on a minimum circulation to a very large amount; something like 2,000 copies. The principal objection which he took to the scheme was its interference with what he might term free trade in reporting. It was also very undesirable to have a constantly recurring interruption in the continuity of reports, which would be the case if a new set of reports were introduced. If the scheme failed, of course the inconvenience would be serious, and there would have been introduced, for the use of the profession, an illusory good which turned out to be an evil, and which might, in the interim, drive out of the field some reports which were now useful. He believed that the members of the chancery bar were much more anxious for a change than those of the common law bar. There were some reports which doubtless were not so good as others; but upon the whole, so far as accuracy was concerned, none of them could be said to be inaccurate. He was anxious to say this, because it seemed to him that a great deal of injustice had been done. It seemed to be assumed that there was much inaccuracy in the existing reports (cries of "No"). He was glad to find that that was not the present view, although he had heard it stated over and over again. Some people assumed that there would be great advantage derived from having a selection of cases: he entirely disagreed with such a view. He considered that one advantage of free trade in reporting was, that the reporters were not allowed too much discretion of selection. Some of the most valuable cases in the reports would, at the time they were reported, have appeared of importance to no one but the parties, though they were now constantly appealed to as involving and settling very great principles. Still if the scheme were set on foot, he would so far support it as to become a subscriber.

Mr. Osborne Morgan said that when Mr. Daniel first proposed his scheme, he certainly seemed to suppose that he would secure such a host of reporting luminaries, that the lesser lights, like the *Law Journal* and the *Weekly Reporter*, would "pale their ineffectual fires," and be willing to be snuffed out like so many candles by daylight. Now, was the committee likely to do anything of the kind? How would this state of things be bettered by merely styling the "authorised" reporters "official" reporters? He might be told that the official reporters would be put under the supervision of editors. He agreed with Mr. Best when he said they did not want supervision. He knew how easy it was to spoil a good report, and how difficult to mend a bad one. Mr. Daniel had told them how much it would cost to print a certain number of pages, but he had not informed the meeting how many subscribers he had already got to his work. He moved as an amendment, "That the words in the 12th paragraph, 'that the authorised reporters shall have the first appointment,' be expunged; and that, in their place, the following words be inserted:—'That the committee may, if they think fit, make arrangements with any of the existing authorised reporters as to the terms upon which they will be willing to discontinue their reports.'"

Mr. Joshua Williams said he was all along pursuaded that the bar would have to choose between the principle of authority—involving exclusive citation—and the existing system; for, without authority and exclusive citation, the new reports must merely compete with others, and only add one more to the already numerous competitors. Parliament alone could enact that such and such reports should be cited. With such authority, the profession would obtain what they wanted; otherwise they could not.

Mr. Webster addressed the meeting in favour of the scheme. It was not, he said, perfect, perhaps; every human scheme must be more or less a compromise.

Mr. E. B. Ince said he should like to refer to the statistical portion of Mr. Daniel's speech. Estimates were proverbially delusive. But he could tell the meeting—not from estimates, but from figures gained by actual experience—that it was absolutely impossible for the contemplated series of reports to pay their current expenses, un-

less there were at least 3,400 or 3,500 subscribers. This being so, where were the subscribers to be found?—and what chance was there of 3,000 or 4,000 solicitors becoming subscribers, and paying five guineas a-year, when they could now get the same thing for half the price, in addition to a variety of other useful information?

Mr. G. W. HEMMING (Hemming & Miller) called attention to the fact that the committee, who talked so much about their calculations, had never divulged the data on which those calculations were based. He moved "That the committee be requested to print and circulate among the bar the data on which their financial calculations are founded; and that this meeting do stand adjourned until after the bar have an opportunity of testing such calculations."

Mr. EDWARD WEBSTER moved "That the subject be brought by the Government to the notice of the Legislature, with a view to the application of a remedy."

The ATTORNEY-GENERAL now called for a show of hands on Mr. Best's amendment. This was lost, and he proceeded to put the various amendments in the order in which they had been moved. They were all lost, on a show of hands, except Mr. Hemming's. When that amendment was put, the Attorney-General asked the meeting to divide, when there appeared—

For the amendment	111
Against	126
Majority	15

This amendment was therefore lost.*

The original resolution for the adoption of the report was then put. Upon a show of hands, the numbers were at first doubtful, and there were cries for a division; but the Attorney-General, at the suggestion, we believe, of Mr. Daniel, took the show of hands a second time, and then the resolution was declared to be carried.

Mr. DANIEL then moved that the Attorney-General be requested to communicate the result to the judges and to the Inns of Court, and to ask their co-operation.

Mr. HEMMING reminded Mr. Daniel that he had not yet stated the number of members of the bar who had responded to the appeal, and put their names down as subscribers.

Mr. DANIEL replied that he and the committee had objected to a subscription list being opened, because they thought that gentlemen would not be so likely to put their names down before the report was adopted, and that they had only yielded out of deference to Mr. Manisty, the author of the suggestion; and sat down for the third time without having stated the number.

Mr. HEMMING.—"Numbers?"

Mr. DANIEL.—"Something under 300." (Loud derisive laughter.)

The resolution was then agreed to.

The thanks of the meeting were given to the Attorney-General, and the meeting separated.

* So far as we could learn, all the members of the committee present except Mr. Henry Matthews (who with the Attorney-General himself supported free disclosure) voted against this amendment.

PLAN FOR RECORDING JUDICIAL DECISIONS.

TO THE RIGHT HONOURABLE THE LORD HIGH CHANCELLOR (with permission).

My Lord,—Judicial decisions have the force and effect of law, and yet they are not recorded or published. The following plan is proposed to remedy that anomaly:—

1. That the junior counsel for the plaintiff and defendant shall jointly prepare, and at the hearing hand to the judge, a concise statement of the facts upon which the decision must be based, and the names of the cases upon which they respectively rely.

2. That the judge shall, after hearing the cause, alter (if necessary), this statement, so as to constitute a complete record of the case, and add thereto his own written decision signed.

3. That this document shall be filed in court, and be deemed the decree or judgment in the case, and shall be forthwith printed at the expense of the parties, and copies sold at cost price.

Your lordship, with the advice of the equity judges, seems to have power to order that this shall be the practice in courts of equity.

Some incidental advantages would arise from requiring this joint statement from the juniors—it would

(*a*) Tend to narrow the contested points.

(*b*) Aid the leaders at consultations.

(*c*) Enable the judge quickly to grasp the bearing of the case he had to try.

(*d*) And tend to check rambling, pointless, illogical "arguments." Whately says the first step is, to lay down distinctly the propositions to be proved.

The expense of printing the decree (which might, like the cheap edition of the Statutes, be sold in single sheets, for a limited period, and afterwards only in volumes) would be covered by half a guinea from each suitor, for which he would receive many advantages.

(*a*) The guarantee that counsel had mastered and marshalled the facts of his case, which is "more than half the battle."

(*b*) Save the solicitor's time and you save the client's money. The solicitor's time is now wasted in drawing up the decree; and by the disputes and references to which it constantly gives rise, the costs thus incurred are, I understand, never less than £2, and sometimes exceeds £200.

(*c*) For a bare copy of a decree 10s. or £1 is now payable (Ord. 36, R. 12.)

The object of this plan is to secure the permanent record of decrees and judgments, every one of which, even though unrecorded and entirely forgotten, have the force and effect of law, and are binding on the whole nation (Lord St. Leonards' Law of Property, p. ix.)

This plan does not touch the question of law reporting. The function of the reporter is wholly different—it is his duty to select and report cases which—

(*a*) Constitute new developments of common law or equity.

(*b*) Overrule former decisions.

(*c*) Construe Acts of Parliament, or

(*d*) Determine novel points of practice.

Reports would be just as much needed, if judicial decisions were printed, as now; only their accuracy could then be tested.

I have the honour to be, my Lord,
Your Lordship's most obedient servant
THOMAS DE MESCHIN, LL.D.

44, Chancery-lane, Nov. 22, 1864.

COURTS.

COURT OF CHANCERY.

(Before the LORD CHANCELLOR.)

NOV. 23.—*Re Jowett*—The point involved in this case was whether creditors have power to rescind a vote granting the bankrupt an allowance out of his estate until his last examination, if it appears probable that the examination may, through the bankrupt's laches or misbehaviour, be indefinitely adjourned. Mr. Jowett was made bankrupt in January, 1864; on the 8th of February the creditors' meeting was held, and they then passed a resolution under the 109th section of the Bankruptcy Act, 1861, granting him an allowance of 40s. a week until his last examination. The accounts were so intricate and so badly kept that it became necessary to adjourn the day for passing his last examination, until it at last appeared probable that it would be adjourned *sine die*.

The LORD CHANCELLOR said that if the language of an Act of Parliament is ambiguous, that construction must be given to it which is most consistent with common sense, and with the general object of the Act; that as a time for passing the last examination was limited by the Act, the 109th section must be construed to refer to that time; but that, under all the circumstance, if the allowance had been continued after that date, he would not interfere with the payments which had been made.

(Before Vice-Chancellor Sir W. P. WOOD.)

NOV. 24.—*Ford* v. *Tynte; Tynte* v. *Hodge; Tynte* v. *Beavan.*—The facts attending these transactions were extremely complicated, but it will be sufficient to state that the security sought to be set aside in the first suit, *Tynte* v. *Hodge*, was an annuity of £3,345, granted by the plaintiff on the 9th of March, 1847, while in great pecuniary distress and embarassment, to the General Reversionary and Investment Company in consideration of £28,000, and secured, subject to some existing incumbrances on the plaintiff's reversionary life interest in the various estates forming the Tynte property. In the second of these suits, *Tynte* v.

Beavan, the security sought to be set aside was an annuity of £675, granted by the plaintiff on the 10th of March, 1847, in consideration of £4,500, and secured by a judgment in addition to the charge created upon his reversionary interest.

The VICE-CHANCELLOR held that the annuities must stand. The usual circumstances in which the Court of Chancery had assisted the unprotected and expectant heir, and relieved him from an improvident sacrifice of his future family property, were absent in these cases. As to the annuity of £3,545, the family solicitor was employed, and if the plaintiff's father was not actually consulted in the matter, there was at least no concealment from him. No doubt the company were bound to show that they had given what in the honest judgment of credible actuaries, or rather, for on that the Court laid more stress, of auctioneers and estate agents conversant with the market value of such property, would be considered a fair and substantial price. His Honour, after adverting to the great discrepancy in the several valuations of the plaintiff's reversionary interest, there being a difference of of no less than £38,000, and commenting upon the evidence at great length, said that the Reversionary Company had made out to his satisfaction that they had given a fair and substantial price. There was no evidence that the plaintiff had ever borrowed money on easier terms, or that the conditions exacted by the company were heavier or more adverse than what he had been compelled to comply with in other cases. The bill must be dismissed.

In the second case of *Tynte* v. *Beavan* the transaction was similar, with the exception that the family solicitor had not been employed. It was not to be supposed that expectant heirs could get money to this extent on mere charity. It appeared to him that the defendant Beavan had justified the amount of his annuity, and that in this, as in the former suit, the bill must be dismissed with costs.

Mr. *Rolt*, Q.C., Mr. *W. M. James*, Q.C., *Sir Hugh Cairns*, Q.C., Mr. *Giffard*, Q.C., Mr. *H. W. Cole*, Q.C., Mr. *C. Beavan*, Mr. *Renshaw*, Mr. *Briggs*, Mr. *Kingdon*, and Mr. *Miller* appeared for the several parties.

COURT OF QUEEN'S BENCH.

(Sittings in Banco, before the LORD CHIEF JUSTICE and CROMPTON and MELLOR, JJ.)

NOV. 19.—*In the matter of a claim of cognizance, by the University of Oxford, in several actions by Parsons* v. *Bagnall and Others.*—This was a claim of cognizance by the University of Oxford, in several actions brought by a tradesman at Oxford, named Parsons, against several resident undergraduates of the University, upon causes of action arising at Oxford for goods supplied to them there. Both Oxford and Cambridge Universities have by charter certain privileges of exclusive jurisdiction over their resident members, and the claim of Oxford is to exclusive jurisdiction in all actions against resident members of the University, wherever the cause of action may have arisen, at least in England. The privilege is founded upon a charter of the 14th of Henry VIII., confirmed by statute 13th of Elizabeth, and said to have been allowed in the time of Sir William Blackstone, in a case where the Earl of Lichfield, then Chancellor of the University, claimed the jurisdiction in an action against a Fellow of Brazenose College, where he was M.A. Upon the authority of that precedent, the present application was made. It appeared upon the affidavits that there were four actions by the same plantiff, Parsons, against as many undergraduates resident at the University, upon causes of actions arising there for goods supplied them. In the first case, *Parsons* v. *Bagnall*, which was taken as an instance, the action was "for goods supplied at Oxford," and was brought in this court. The other cases were similar. Upon these facts, the Earl of Derby, as Chancellor of Oxford University, made his claim of cognizance in all the cases as follows:—

"The Right Hon. Edward Geoffrey Smith, Earl of Derby, Chancellor of the University of Oxford, to the Right Hon. Sir Alexander James Edward Cockburn, Baronet, Lord Chief Justice of her Majesty's Court of Queen's Bench at Westminster, and to the rest of the justices of the said court, sendeth greeting. Whereas the Lord Henry VIII., late King of England, by letters patent, sealed under his Great Seal of England," &c. [Then the charter was recited, and the statute of Elizabeth ratifying it, and then the actions and the matters of fact set forth in the affidavits of the defendants were recited, and then the claim proceeded.] "Therefore we pray you that, by virtue of the privileges to us in this behalf granted and confirmed, as soon as you shall have inspected these our letters significatory and claim, you will be pleased to suspend or supersede all further process or proceedings against the said Charles Bagnall, and that you will be pleased to remit the cognizance and final decision of the said action or suit to us, according to the privileges aforesaid, by virtue of which he is a person privileged and of the jurisdiction of the University, and the cognizance and final determination of the action or suit aforesaid we challenge and claim by these presents. Given under the seal of the office of Chancellor of the University of Oxford."

Mr. *Mellish*, Q.C., accordingly appeared for the Chancellor, and moved for a rule calling upon the plaintiff to show cause why the claim of cognizance should not be allowed.

The LORD CHIEF JUSTICE.—Take a rule.

A rule was accordingly granted in all the actions. It will probably be argued this term.

(Before the LORD CHIEF JUSTICE, CROMPTON, BLACKBURN and MELLOR, JJ.)

NOV. 25.—*Carr* v. *Montefiore, Bart., Chairman of the Alliance Marine Insurance Company; Carr* v. *The Royal Exchange Assurance Association.*—The question in these two cases was one which has embarrassed the Courts ever since the time of Lord Mansfield, and which involves in many cases the most palpable and flagrant injustice. The actions were upon two policies of insurance to a large amount, effected on the same ship and cargo, and, according to the usual practice in such cases, the plaintiff sued in one count on the policy for a total loss, and in another count for the amount of the premiums in the event of the policies not having attached. The companies were advised (as it turned out erroneously) that the policies had not "attached." And as in that case they would be "liable" to refund the premiums received, they paid those premiums into court (amounting to £200 or £300) on the counts in each case for the premiums, and these sums were "taken out of court." The parties then went to trial on the main question. Previous to the trial, they entered into an arrangement that in the event of the plaintiff being held entitled to recover it, should be referred to well-known average staters, to fix the amount of loss, and that the verdict should be entered for such amount accordingly, not exceeding the amount of the liability under the policies. In the result the companies were found liable and the average staters estimated the amount at several thousand pounds under each of the two policies. The plaintiff claimed to recover not only these amounts under the policies, but also the sums paid into court. This the two companies contested, contending that as the two claims for the premiums and upon the policies, were inconsistent and contradictory, and the plaintiff could not possibly be entitled to recover in respect of both, the amount paid into court should be deducted; and a rule had been obtained in each case to that effect.

Mr. *Milward*, for the plaintiff, showed cause against these rules, contending that his client was entitled to retain the premiums as well as to recover on the policies; the claims being quite distinct, and the companies having chosen to admit one and contest the other, in which contest they had failed. The money paid into court had been paid voluntarily, and in the course of an action at law; and it had been taken out of court by the plaintiff before trial in satisfaction of the count. The consequence was, that it could not be recovered back again.

The LORD CHIEF JUSTICE observed that the two counts were inconsistent and contradictory, so that the plaintiff could not have recovered upon both.

Mr. Justice CROMPTON said he strongly felt the difficulty of deducting from a verdict on one count a sum of money paid into court and taken out of court upon another. Until the time of Lord Mansfield, the plaintiff had been accustomed, if he failed on the policy, to fall back upon his claim for the premium; but Lord Mansfield would not allow him to do so unless he had "opened" such a claim. Hence, the modern practice of having separate counts for the premiums and upon the policies. These counts were separate claims, and if the defendants paid money into court upon the counts for the premiums, there was great legal difficulty in allowing him to take it back, or deduct it from the verdict on the other counts.

Mr. Justice MELLOR.—The fact is, that the plaintiff has put the money into his pocket, and the Court cannot clearly

see their way to putting their hands into his pocket and taking it out again.

Mr. *Milward* essayed to argue that there was no moral injustice in his contention.

The LORD CHIEF JUSTICE—Oh no! Mr. Milward, that you cannot argue. You must be content to put your case upon strict legal right.

Mr. *Watkin Williams*, for the first-named of the companies, argued that neither upon technical, legal, nor equitable principles was the plaintiff entitled to retain the premiums. Technically, the plaintiff was only entitled to recover the nominal sum for which the verdict had been entered at the trial, subject to the arbitration as to the amount of loss; and if he sought the assistance of the Court to alter the amount in accordance with the arbitration, the Court could impose just and equitable terms. Again, as to strict legal right, it was a clear well-settled principle of law that a party could not be allowed to recover on two or more counts in respect of the same substantial cause of action. In *Gould* v. *Oliver*, 2 M. & G., where the plaintiff sued in one count upon the policy and in a second count upon a claim for general average, and the defendant, the insurer, paid the latter into court, the Court held that the plaintiff could not recover upon both. The technical difficulty was precisely the same there as here. Yet the Court got over it there, and why not so here? Would it be a scandal to our law if such a difficulty could not be got over, and such an obvious and monstrous injustice be avoided?

The LORD CHIEF JUSTICE—The causes of action here are certainly distinct. There is the difficulty.

Mr. *Williams*—But they arose out of the same substantial cause of action—the policy. If the policy did attach, the plaintiff was entitled to recover in one way; if not, then he was entitled to recover in another. It was a fallacy to say he had two causes of action. He had only one, although he could assert two. In real truth and substance he had only one, It would be a grievous reflection upon our procedure if he could recover upon two causes of action when he had only one.

The LORD CHIEF JUSTICE—It would not be the first time, Mr. Williams, that such reflections have been cast upon our procedure. It will only prove that after all our reforms this blot still remains.

Mr. *Cohen*, for the other company, followed on the same side.—The real claim is upon an indemnity; the plaintiff can only recover the amount of his loss. If the case had been tried out, the judge would have allowed the plaintiff only to recover the amount of the loss, less the premiums received; and this case, in principle, is the same. Upon two different and inconsistent claims the plaintiff has never yet been allowed to recover. Why should he be allowed to do so in this case, manifestly contrary to all equity and justice?

Mr. *Milward* was heard in reply, arguing that by the agreement the verdict was to be entered for the amount found by the arbitrator. The jury could not have taken into account what was paid upon the other count.

The Court took time to consider.

COURT OF COMMON PLEAS.

(Sittings at Nisi Prius, at Westminster, before Lord Chief Justice ERLE and a Special Jury.)

Nov. 30.—*Deneulain* v. *Hodgson.*—Mr. *D. Seymour*, Q.C., Mr. *Joyce*, and Mr. *Kydd*, were counsel for the plaintiff; Mr. *Serjt. Parry*, Mr. *Serjt. Tindal Atkinson*, and Mr. *J. H. Hodgson* for the defendants.

This was an action to recover damages from the defendants, solicitors, of Salisbury-street, in the Strand, on the ground of negligence in the conduct of business entrusted to them by the plaintiff. The facts of the case have been previously reported by us* on the occasion of the trial, last summer, before Mr. Justice Byles and a common jury, when the jury was discharged, not being able to agree.

The present trial lasted nearly all day, and the jury returned a verdict for the plaintiff—damages, £300.

COURT OF EXCHEQUER.

(Sittings in Banco, before the LORD CHIEF BARON, and BRAMWELL, CHANNELL, and PIGOTT, BB.)

Nov. 18.—*Foster* v. *Gammon.*—This was an action by a tailor and hosier in Banbury, against a young man apprenticed to a farmer in the neighbourhood, for a bill, including gloves, velvet cap, hunting coat, racing jacket, and breeches, &c. The case was tried at Oxford before Mr. Justice Shee, when a verdict was found for the plaintiff. The defendant, at the time the goods were ordered, was under age, and the question for the jury was, whether the articles in question were necessaries; and, after the verdict, the learned judge gave the defendant leave to move, on the ground that they were not necessaries. Mr. Powell, Q.C., moved for and obtained a rule accordingly.

Mr. *Huddleston*, Q.C., and Mr. *Dowdeswell* now showed cause against it, and urged that, as the defendant was the son of a lady of opulence, and had been sent by her to learn agriculture, hunting was a natural and legitimate recreation for him, and the equipments supplied to him were somewhat of the same kind as pads, and which are now used in playing cricket, an amusement allowed by everybody as proper for young men. As to the racing jacket, the plaintiff was willing to reduce the charge of his bill by that amount.

Mr. *Powell* would not accede to such a course, and was heard at length in support of the rule.

The COURT took time to consider judgment.

Nov. 22.—This morning their lordships said that unless the plaintiff would consent to reduce the damages by £20, a new trial would be granted.

COURT FOR THE CONSIDERATION OF CROWN CASES RESERVED.

Nov. 30.—*The Queen* v. *Rowton.*—The LORD CHEIF BARON said that in this case, which had been argued at the last sitting of the court, there was a difference of opinion among the five judges who heard it, and the case must stand over until there could be a meeting of the fifteen judges, when it would be re-argued.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner GOULBURN.)

Nov. 25.—*In re Elderton.*—The bankrupt, who was formerly a solicitor, and afterwards reporter, advertising agent, and solicitor's clerk, came up for examination and discharge.

Mr. *Chidley* appeared for the assignee; Mr. *R. Jones*, solicitor, a creditor, opposed for himself and for another creditor also; Mr. *Brough* supported.

The unsecured debts in this case were £714, and there were other liabilities to the extent of £270 upon bills, besides creditors to be paid in full, £92. The bankrupt was stated to be a brother of a gentleman having a large practice in the temple as an attorney, The bankrupt was formerly solicitor to the Tallasant Slate Company, and his principal asset consisted of a debt of £646 due from that undertaking.

Adjourned for further evidence and inquiry.

(Before Mr. Deputy-Commissioner WINSLOW.)

Nov. 23.—*In re John Wood.*—A meeting for examination was appointed to be held under the failure of John Wood, late of 8, Falcon-street, city, and of Winchester, attorney. The petition was filed on the 29th of July by Messrs. Fisher, of 162, Aldersgate-street, on behalf of Mr. James Anderton, of 20, New Bridge-street, hotel-keeper. At the time of the bankruptcy, the bankrupt was in custody at the suit of the following creditors:—George John Aldridge, £519—attorney, W. T. Boydell; George Ellwood, £121—attorneys, Messrs. Grane, Son, & Co.; James McGowran, £85—attorney, R. C. Barton; Sarah Weedon, £28—attorney, D. T. Miller; and also at the suit of the Queen, for contempt of the Court of Exchequer, in not obeying a writ of summons issued in the matter of the estate of R. Shepherd, deceased—attorney, Mr. Joseph Timm. The bankrupt was, however, by consent of all parties, released from custody previously to the meeting for choice of assignees.

Mr. *Lucas*, who appeared for the bankrupt, said that the bankrupt was in a very infirm state of health, and that no accounts had yet been filed.

His HONOUR ordered an adjournment *sine die*, with protection for three months; liberty to apply when prepared. The bankrupt to pay the costs occasioned by the adjournment.

Mr. *Lucas* pressed the Court not to make an order for costs; but

His HONOUR said the rule was imperative where a bankrupt made default in the filing of his accounts.

Adjourned accordingly.

* 8 Sol. Jour. 667.

Nov. 23.—*In re William Sladden.*—This was an examination meeting, the bankrupt being an attorney, of 53, Crowndall-road, Camden-town. He was adjudicated on the 1st October, 1864, upon his own petition, Mr. R. G. Chipperfield being his solicitor for that purpose. It would appear that the bankrupt formerly had offices at 44, Chancery-lane, and also at 72, Oakley-square, Camden-town, and at 4, Sambrook-court, Basinghall-street, at which latter place he was in partnership with Mr. George Heywood Oliver. The unsecured debts are returned at £5,752, and secured debts at £46; there are no assets beyond the amount of property in the hands of creditors, £46, which consists of silver spoons and forks, rings, &c., in pledge with Mr. R. Attenborough, and the deposit notes of which the assignee had declined to accept.

Mr. *Chipperfield* appeared on behalf of the assignees; Mr. *Reed* for a creditor; and Mr. *Lawrance* for the bankrupt.

Mr. *Reed* said that he appeared on behalf of a creditor, who had employed the bankrupt for the purpose of raising money upon mortgage. The bankrupt duly received the mortgage money, but the creditor had great difficulty in obtaining any portion of it. In this case no less than five deeds had been executed by the bankrupt under the new Act, but each was successfully combated by creditors. His (Mr. Reed's) client desired to know what had become of the bankrupt's assets, and what had been paid to creditors under the deeds.

Adjourned for an account.

—— *In re Charles Parke.*—The bankrupt, who was a solicitor practising in Crescent-place, Burton-crescent, came up for examination, but in the absence of the solicitor for the assignees an adjournment was inevitable.

It transpired that the bankrupt was formerly with Messrs. Crosley & Burn, solicitors for the Bank of Wales, and that he had a claim upon the bank for costs. The shares were rising in value. The bankrupt also said that he was liable in respect of certain of the shares, and also on account of bills discounted, but which would probably be met. The debts were about £3,000.

Adjourned accordingly.

Nov. 29.—*In re Freston.*—This case was mentioned in our columns last week. The bankrupt was an attorney practising in Coleman-street. Upon the matter being called on to-day,

Mr. *Sargood,* for the assignee, Mr. Cuddon, said that his client did not further oppose the passing of the bankrupt's examination, provided the order of discharge was adjourned until a future day.

Mr. *Reed,* for the bankrupt, assented.

Order accordingly.

Nov. 30.—*In re F. W. Freeman.*—The bankrupt, who was an attorney of Wimborne Minster, Dorsetshire, came up by adjournment to pass his examination.

Mr. *Bower* appeared for the official assignee; Mr. *R. Griffiths* opposed for Mr. Legg, a creditor; Mr. *A. Collins* supported.

Mr. *Griffiths* said that his client, Mr. Legg, was a serious loser by his transactions with the bankrupt and he was not at all satisfied with the accounts filed, which were almost wholly unvouched. He applied for time for investigation.

The bankrupt upon examination admitted that there were omissions of some small debts from his accounts. He said that he had never kept any books.

The defence was that the real opposing creditor in this case was Mr. Moore, solicitor, of Wimborne, who was a professional rival of the bankrupt, and a creditor for a trifling amount, and it was contended that Mr. Moore was endeavouring for his own purposes to asperse the bankrupt's character by opposing him in this court.

In the result the Registrar held that the accounts, as filed, were insufficient, and he adjourned the further hearing for an amendment.

Adjourned accordingly.

GENERAL CORRESPONDENCE.

Lectures to Articled Clerks.

Sir,—I beg, through the medium of your columns, to inform those of your readers who may be articled clerks, that a memorial to the Council of the Incorporated Law Society lies for their signature at Mr. W. Harrison's, law stationer, 116, Chancery-lane, a few doors south of the hall of the society.

The object of the memorial is to ask the Council to establish law classes, or else to amplify the lectures which are annually delivered under their superintendence, so as to admit of personal intercourse and close communication with the lecturers.

It is intended to present with the memorial a sort of report embodying the substance of several letters which I have received from members of both branches of the profession, expressing, for the most part, their approval of the course now being adopted; and, among others, letters from the Master of the Rolls, Vice-Chancellor Sir W. P. Wood, Sir J. P. Wilde, Sir F. Kelly, Mr. Daniel, Q.C., Mr. Phillimore, Q.C., &c.

If those gentlemen who are unable to attend personally to sign the memorial will authorise me or some one else to do so, I shall feel obliged.

It will give me great pleasure to receive suggestions for the management of the proposed classes, as well as remarks upon the existing means for the instruction of articled clerks generally, in whose education I take a deep interest, being myself one, and feeling most acutely the great disadvantage under which we labour in this respect.

Sincerely hoping, Sir, that you will be pleased to insert this letter in your journal, W. J. Fraser.

78, Dean-street, Soho, W., Nov. 17.

Registration of Title.

Sir,—In your remarks on the Land Transfer Act, in to-day's paper, you say "there can be no question that a landowner, with a perfectly clear title, who proposes to sell in lots, can make no better preparation for the purpose . . . . than in the first instance to register his property under the Act." Allow me to suggest that in many instances he would find the Act but of little use. When an estate is divided into lots for sale, the purchasers are almost invariably required to enter into mutual covenants with each other, or with the vendor, for the making and maintaining of fences, the repairing of roads, and often for the erection of houses of a particular size, and in some given position. How are such covenants to be entered on the register? Is every purchaser to be called upon to covenant with the vendor, or with the purchaser of the adjoining lot, by a separate deed? If so, the necessity for registration of the transfer, and an extra stamp for the deed of covenant, will be the result of the adoption of the Act, for the covenants are now embodied in the conveyance. Would it not be a more simple and inexpensive mode of proceeding to lay an abstract of the title before some eminent conveyancer, state in the contract that he had approved of the title, give every purchaser a printed copy of the abstract and of the opinion upon it, and preclude him from making any requisitions on the title, or requiring any further evidence? I am presuming the title is strictly marketable, in which case, I believe, there would be no difficulty in adopting such a system. H.

Nov. 19.

[In a case which came under our cognizance not long ago, the plan suggested by our correspondent was tried. The property was put up for sale in sixty lots; but four were sold (whether this were or not attributable to the fact that no prudent man would buy under a condition that he was not to investigate the title, we cannot say); and the purchasers of two of these rendered the plan nugatory (at least as a saving of cost) by requiring the cases on which counsel's opinion had been taken (*i.e.* the whole of the earlier abstract) to be verified, and proof to be given that the requisitions then made had been complied with. Thus the vendor saved nothing, and the purchaser, not having bought a title which required no investigation, did not pay the enhanced price which a Parliamentary title would have commanded. As regards the conveyancing objection raised by H. we do not say that it would necessarily be advantageous to make the *conveyance* by registration, but that a registered title, requiring no delivery of abstracts, no answering of requisitions, &c., would, where there were numerous small lots, be the means of considerable saving of expense: the conveyances might be by deed, as usual.—Ed. *S. J.*]

Status of Solicitors.

Sir,—Will you allow me space to call attention to one or two of the numerous instances of mortifying treatment and

gross injustice practised towards that branch of the profession the rights of which you advocate?

First, let me briefly capitulate a few of the regulations to be submitted to in order to become an attorney or solicitor. It will be quite pertinent to my purpose to do this, as these regulations are for the most part new, while the grievances of which I am about to speak are also new.

These regulations, then, you will remember, are the preliminary, intermediate, and final examinations—all these taken together constituting, one would suppose, such a test of "parts" and respectability as would place those who had once stood it in such a position in society as would form some compensation for the labour and expense which must have been previously endured and incurred, in order to stand such test. But what is the attorney's position, after all? Granted, that in his office, and in his private social relations, he is treated as a "gentleman;" in public he is *not* held to be such. I shall not be allowed much of your room, so I must, as I said, be brief.

To listen to the Press, or at least a large portion of it, you would believe that the attorney, with his five years' service and accompanying expense, his examinations, "preliminary, intermediate, and final," and all the rest of it, is, notwithstanding, essentially an unmitigated "snob." I allude particularly to the mortifying way in which all the errors and disasters in the present conduct of American affairs are attributed to "attorneys and cattle-drivers" in high places, and other similar expressions.

So much for mortifying treatment. Now for the injustice; but one or two samples only.

First, refer to the letter of "Dr. Dunn," quoted in your "leader" of November 19th inst., and then go and read the board fixed upon the office of the "Probate Court, Principal Registry," in Great Knightrider-street, telling the public where to get wills proved "without professional assistance." With regard to this, I have to observe that it always was the doctrine of the law that "every man might be his own lawyer" in all branches of the law *if he could*, and this was perfectly correct and just; but is it commonly fair for the Government, keeping in view the rigid supervision it maintains over attorneys from the very moment, as youths, they contemplate entering into the profession, to provide the public with professional advice gratis, and statedly so? For remember, the public *do not* and *cannot* conduct for themselves the business specified in Dr. Dunn's letter to the Doctors'-commons Court, to which I have alluded; if they could, not a word could be said against it; it is the fortunate placeholders, versed in the practice, who conduct it for them.

Nov. 22. A London Solicitor.

[We have thought it right to give our correspondent's letter nearly at length, but we do not agree with its contents. Our experience is, that such solicitors as are gentlemen (and a very large number of them are so, albeit that, if not so otherwise, no amount of "service," "expense," or "examinations," will make a man so) are so recognised and treated everywhere and in every society, and we have never seen any of the contumely complained of exhibited towards any gentleman on the ground that he was "an attorney." We have heard of such things, indeed, 180 years ago or so, but not within the memory of the "oldest inhabitant." We are not sufficiently in possession of information as to the social and professional *status* of the attorneys in America to speak positively on the matter, but have always believed them to be the most highly educated and gentlemanlike portion of American society.

As to the complaint of injustice, we have always heard, and believe, that "a man who is his own lawyer has a fool for his client," and we do not doubt, first, that no large section of the public will be fools enough to try to manage their own conveyancing or administration business, even with such perfunctory help as suggested; and, secondly, that if any such attempts should be made on a large scale, they will inevitably have the effect proverbially produced by amateur will-making—viz., that of largely contributing to the support of the profession in the shape of costs of consequent litigation.—Ed. *S. J.*]

Default of Issue.

Sir,—My idea is, that the second husband, by administering to his late wife's estate, would, on the death of A.B., *without issue*, become entitled to the moneys, the subject of the settlement referred to. J. T. S.

Nov. 30.

The Leeds Board of Guardians and Mr. Banyard.

Sir,—I am pleased with your remarks on this case, and quite agree with you in your views thereon. I think it a pity that there is not to be an appeal against the decision of the magistrates. The conviction, I doubt not, would be quashed. J. T. S.

Nov. 30.

Income-Tax Assessment.

Sir,—I cannot conceive how anyone could suppose such an assessment possible. R. J. S. E.

Dec. 1.

The New Judgments, &c., Act.

Sir,—The great alteration that has been made in the law relating to judgments, &c., by 27 & 28 Vict. c. 112, induces me to request the favour of the insertion of these few lines.

This new Act no doubt gives increased facilities for the transfer of lands by enacting (s. 1), "That no judgment, &c., to be entered up after the passing of this Act (29th July, 1864) shall affect any land (of whatever tenure) until such land shall have been actually delivered in execution." The words "actually delivered in execution," mean, I suppose, delivery of the writ of execution to the sheriff. Now, practically, it would seem to be useless henceforth to register a judgment, but that the registration of the writ of execution *alone* will suffice.

May not, however, this difficulty be felt?—viz., under the old Acts, by registering a judgment, the creditor, to a certain extent, created a charge on his debtor's lands, wheresoever situated. Frequently the creditor never knew what lands the debtor owned, but registered his judgment on speculation (if I may use the words), but now the creditor must actually know where his debtor's lands are—a fact that is often somewhat hard to elicit.

Perhaps some of your correspondents will favour me with their opinions on this point, and the Act generally—viz., a creditor issues execution and registers it, and finds out that his debtor's lands are mortgaged. Can he obtain, under section 4, an order for sale, whether the mortgagee likes it or no? If so, this new Act will, I think, be found equally as objectionable to mortgagees as to creditors; and I cannot help thinking that the rights of the latter have been lost sight of in the desire to simplify the transfer of land.

Temple, Oct. 25. J. P.

Criminal Procedure.

Sir,—Permit me, a French lawyer and great admirer of your legal and political institutions, to address you some reflections which were suggested by Müller's trial. No doubt it appears to you a great anomaly in English law, in cases involving life or death, that neither the prisoner nor his counsel has a right to speak in reply to the last observations of the accusation.

Serjeant Parry's remark must have struck the jury as particularly to the purpose, when he so eloquently exclaimed that, as it was a question of life or death, and not one of mere secondary importance, such as a quarrel between a hackney-coachman and public-house-keeper, he could not defend his client to the last.

Let this singular disposition of the English law be compared with what exists in France according to the Article 33 du Code d'Instruction Criminelle, which in all cases grants the right of replying last to the prisoner or his counsel.

Is not a reply before the charge to the jury necessary, not only for the prisoner, but also for the sake of public opinion, which latter evidently suffers much from the existing state of things? If Müller had not confessed his crime, as he did at the very last moment, what a state of painful confusion and uncertainty would have existed in the public conscience, principally for the reason that the impression would have remained more or less strongly impressed on the public mind that that wretched man was possibly innocent, and had not been properly defended on account of this defect in your legal procedure.

Considered from another point of view, the prohibition of replying appears to show a distrust of the jury, as if your English legislation feared the impression which the defence might make on the jury.

Not alone has the Attorney-General the last word in accusing the unfortunate prisoner, but the summing-up

comes next, which might be considered as superfluous if these honourable masterpieces of impartiality were not well known and appreciated. It appears to us that the dignity of justice is better protected by the French law.

We French lawyers, who turn our longing looks towards England to contemplate your free institutions, which we so much desire for our own country, still *unanimously* we wish to see this anomaly disappear from your legal practice.

If you consider this hasty letter worth insertion, your readers will excuse the French expression of what, I trust, are English sentiments.

H. Becker,
Avocat a la Cour Impériale de Paris.

Paris, Nov 24.

[We are not altogether disposed to agree in the suggestion of our correspondent, that the prisoner should *in all cases* have the last word. Whenever he does not enter into evidence, he has the reply already, and it is opposed to all our notions of justice that the plaintiff should not have the reply upon the defendant's evidence, a rule which we think equally applicable to civil and criminal proceedings; what Serjt. Parry complained of was that the new rule which gives the defendants *a second speech*, after the close of the evidence, and *before* the reply, did not apply to criminal cases; he expressed himself, no doubt, so as to make the grievance look as large as possible, but that was the gist of it. We think the justice of the case would be amply met by the introduction of a rule similar to that which prevails before Parliamentary committees, enabling the prisoner's counsel to elect either to address the jury before or after he called his witnesses, and not interfering with the right of reply when any were called.—Ed. *S. J.*]

Common Law Procedure Act—Joint Debtor.

Sir,—May I beg space in your Journal for the following query:—

A writ, specially endorsed, is issued against Brown, Jones, and Robinson, under the impression that all are within the jurisdiction of the court. On inquiry it turns out that Robinson is in Scotland, and will return in about a fortnight. Brown and Jones meanwhile are each served with a copy of the writ. Brown appears, whilst Jones suffers judgment to go by default. The judgment is signed, and suggested, as is provided by the 33rd section of the Common Law Procedure Act, 1852, in the declaration against Brown. It is asserted that, according to the existing practice, Robinson (who was *not* served) is discharged by the act of signing judgment against Jones, and that the plaintiff must be taken to have abandoned his action against Robinson, notwithstanding he may serve him on his returning within the jurisdiction.

The section of the Act above referred to clearly speaks of the issuing of execution, *not* the signing of judgment, as denoting the dereliction by the plaintiff of his rights against the co-defendant or defendants, were both or all have been served, and my research and inquiry have failed to discover any section of any Act, *regula generalis*, or any ruling which authorises the alleged practice. Whether or no the 33rd section will bear a construction compatible with such practice is the problem I wish to propose to some legal *Œdipus* for solution, if I be not short-sighted in attributing to the section in question that virtue which is particularly given elsewhere, and therefore needlessly calling to my assistance a

Deus ex Machina.

Nov 28, 1864.

Fees on Affidavits.

Sir,—I deem it right, through your Journal, to draw attention to the fee allowed to commissioners on affidavits of service of writs of summons. The fee, as you are no doubt aware, is one shilling and sixpence, but at the appearance office, only one shilling is charged, and, if I mistake not, I have understood that some of the taxing masters only allow one shilling on taxation, where one shilling and sixpence has been paid. I hear some commissioners charge one shilling only, while others insist on the larger sum, because it is the fee commissioners are authorised to take. It appears to me there ought to be some regulation come to, and I would suggest that the matter be brought, in a proper form, before the Incorporated Law Society for consideration, with the view of adopting an uniform charge to be made by London commissioners for swearing deponents to affidavits of service.

A London Commissioner to Administer
Nov. 29. Oaths in Common Law.

Law Reporting.

Sir,—I attended the meeting on the subject of "Law Reporting" last evening, in Lincoln's-inn Hall, and perhaps you would allow me a small space to state my views upon it. I believe the real evil (if evil there be), is the having to *read* so many reports; for, as to the purchasing, if a man is in such practice as to need such purchase, he is only supplying his fair share of the remuneration to which gentlemen who labour, as reporters do, for the benefit of the profession, are justly entitled. Moreover, the labour of reading is exaggerated, for every report (except some of the regulars) has not only a copious *placitum*, but a head note, quite sufficient to inform the reader of the subject matter, and it is only in the case of really wanting the report as an authority, that it is necessary to read it all. It has been said that the reports are too lengthy. I have never found it so. If I wanted a case for use, the arguments and the judgments are of such value that I have often found them too short. If, therefore, these are cut down, the value of the reports, to the practising barrister, will be much lessened. Admitting, however, for the sake of argument, the evils complained of; how is it proposed to remedy them? I know that many of the present reporters, if they accept "office" under the new *regime*, will be great losers, and what is there to prevent their still continuing their own reports, what is there to prevent all the present reports going on, unless indeed, the committee arrange, which is one part of the scheme, for the discontinuance of any existing reports. And here, I must confess, that one thing struck me very much, namely that the tone was one of absolute power, whereas they have none at all, and Mr. Daniel candidly admitted his own opinion to be, that as to a guarantee from the Suitors' Fund, it would not be obtained if it was asked for. The only thing they may do, is to "run the others out of the field," and should they do so, I agree with Mr. Joshua Williams, that there will be a monopoly and its usual concomitants, which, although they might not follow at once, would inevitably do so in the course of time. Let me ask, moreover, by whom has this vast scheme, for vast it is, been determined upon? why, by a majority of fifteen in a meeting of 237 barristers, who were therefore nearly equally divided on the question. But I will assume that every practising barrister takes a copy, even then I have good reason to know that it would never pay, and I believe, that Mr. Ince (little as he was listened to), was pretty nearly right in his calculation. I do not think that the fact of Messrs. Clowes or any other printers undertaking the matter is any test of probable success, for they doubtless take the chance of its turning out a profitable speculation, and it does not appear whether they undertook the job on the terms suggested in the report.

A Barrister.

APPOINTMENTS.

John Henry Mackenzie, of 77, Gresham-house, Old Broad-street, gentleman, to be a London Commissioner to administer oaths in the High Court of Chancery, and in the superior courts of common law.

James Joseph Burrowes, of Osgoode Hall, Esq., barrister-at-law, to be Judge of the County Court in and for the counties of Lennox and Addington, Upper Canada.

SCOTLAND.

COURT OF SESSION.—FIRST DIVISION.

Nov. 26.—*The Yelverton Marriage Case.*—This case was called upon a petition on the part of defender and respondent, the Hon. Major Yelverton, to apply the judgment of the House of Lords, and a note for the pursuer and appellant, Mrs. Theresa Longworth or Yelverton, praying leave to move the Court to supersede consideration of the petition to apply the judgment, and to allow a condescendence of *res noviter* * to be received and added to the record, and remitted to proof.

The Lord President asked if there was to be a discussion in the case?

Mr. *Gordon* and Mr. *Millar* (for Major Yelverton) moved simply to apply the judgment of the House of Lords.

The *Lord Advocate* and Mr. *J. C. Smith* (for Miss Long-

* Before judgment, a plea *puis darrein continuance*; after judgment, a pleading in the nature of *audita querela*.

worth) suggested that their lordships should allow the proposed condescendence of *res noviter* to be received and seen, and allow the pursuer to print it along with two affidavits which she had in support of it.

The LORD PRESIDENT said there could be no objection to printing the manuscript note that the other judges might see it, but to allow a condescendence to be given in would be taking a step in one direction.

Mr. *Gordon* objected to anything being done till their lordships came to dispose of the motion to apply the judgment.

After some discussion,

Lord DEAS suggested that the pursuer should be allowed to print the note, and they might append to it the proposed condescendence.

The LORD PRESIDENT—The pursuer can, without an order, print this note and append to it the proposed condescendence, and we will let the matter drop in the meantime.

IRELAND.

THE LAW OF DISTRESS.

The Hon. Judge Longfield delivered the inaugural address at the opening meeting of the eighteenth session of the Statistical and Social Inquiry Society of Ireland on Saturday evening.

His Excellency the Lord Lieutenant, accompanied by the Under Secretary, Sir Thomas Larcom, K.C.B., was present. Amongst the members of the legal profession who attended, were—The Rt. Hon. Maziere Brady, Lord Chancellor; the Rt. Hon. Thomas O'Hagan, Attorney-General; Jas. A. Lawson, LL.D., Solicitor-General; Rt. Hon. Joseph Napier, Ex-Lord Chancellor; Hon. Judge Hargreave; Sir Colman O'Loghlen, Q.C., M.P.; Sir Patrick O'Brien, M.P.; J. W. Carleton, Q.C.; H. Pilkington, Q.C.; Dr. Peebles, Q.C.; D. Caulfield Heron, LL.D., Q.C.; Robt. Longfield, Q.C., M.P.; Michael Morris, Q.C., Recorder of Galway; C. H. Hemphill, Q.C.; James H. Monahan; James S. Green; R. Denny Urlin; James Campbell, Solicitor; Thomas Fitzgerald, Solicitor; Terence O'Reilly, Solicitor; J. J. Dodd, Solicitor; W. N. Hancock, LL.D.; Mark S. O'Shaughnessy and Edward Gibson, the Hon. Secretaries of the society, &c., &c.

In the course of his address, which was mainly directed to the relations between landlord and tenant, the learned judge made the following observations upon the law of distress:—

"For many years the policy of the law appears to have been intended to induce landlords to be indifferent to the character or circumstances of their tenants. The right of distress especially contributed to foster this feeling of indifference. Of all creditors, the landlord alone may take the law into his own hands; and, if rent is due to him, he may seize the goods of the tenant, or of any other person, if they can be found upon the land. The farmer may buy stock upon credit, and place it upon the land. The landlord, without any adjudication of law, may seize that stock before the tenant has paid for it, and may sell it to pay himself the arrears of rent. No suit nor legal process of any kind is necessary for the purpose.

"Far different is the position of any other creditor, who must bring his action, obtain his verdict and judgment, and take out a writ of execution, and deliver it to a person properly authorized by law to execute it. If, even at the last moment, his claims come into collision with those of the landlord, he must give way, at least to the extent of one year's rent. Thus, suppose a landlord sets a farm, the tenant, in order to stock it, buys some cattle on credit, and neglects to pay either the landlord or the person from whom he bought the cattle. The landlord may seize the cattle the instant the rent falls due. The other creditor must wait, and bring his action. Even when he has obtained a judgment and execution, and when the sheriff's officer is in possession of the goods for the price of which the action was brought, the landlord may still step in, and insist on being paid a year's rent before any of the goods can be removed. This latter privilege did not exist at common law, but was conferred by the Legislature, which, for more than a century, proceeded upon the principle that it was expedient to increase the extraordinary powers of the landlord to recover his demand. On this principle the landlord got the privilege of seizing growing crops, contrary to the rules of common law. If the tenant took out a writ of replevin in order to have the claim fairly tried, he was bound to give security, and, if defeated, was liable to pay double costs. Some of those provisions have been found so unjust and mischievous that they have since been repealed; and I refer to them only to shew what the policy of the Legislature for a long period had been. That policy has been most mischievous, independently of the general objection to permitting any creditor to take the law into his own hands. And yet this last objection is not a slight one. It is a great error in jurisprudence to make the difference between guilt and innocence depend in any case on the decision of doubtful civil rights. This may readily happen under the present law. Thus, a distress is made; it is resisted by force; a fight ensues; broken heads on both sides; an indictment; the trial comes on: the result may depend not upon the evidence of what took place at the fight, but upon a complicated statement of accounts between the landlord and the tenant, or on the construction of a difficult will, under which the landlord's alleged title is derived. This in itself is not a slight evil. The result of a criminal trial should never depend on a doubtful question of law or of property, on which an innocent man might be mistaken, or a really guilty man escape. * * * * * It is obvious that every exceptional facility for recovering debts, given to any particular class of creditors, must tend to make them more careless respecting the credit which they give, or the persons whom they trust. Under the present state of the law, the landlord does not find it necessary to make any inquiries respecting the character or solvency of the person whom he receives as his tenant. The remedies given to him by law are so prompt and efficacious, that it seems impossible to evade them. The landlord, or his agent, may not even know the names of the persons into whose hands the land may have fallen. There is a subsisting lease, and when the rent falls due, the agent or the bailiff may go to the land and seize anything that he finds on it, no matter to whom it may belong. The farm, originally set to one tenant, may have become subdivided among a number of small occupiers, but the landlord may destrain the goods of any one tenant or sub-tenant, for the rent due by them all. It is impossible for any of them to cultivate the land effectually while the rent remains unpaid. And yet, although the landlord has this great privilege to enable him to recover his rent expeditiously, he is allowed to permit arrears to remain unpaid longer than other creditors can do, without being affected by any statute of limitations. In consequence of this state of the law, character and capital have not their fair weight when a farm is to be set, and the landlord too often yields to the offers made by the ignorant, the reckless, or the dishonest farmer. The man who hopes to evade his engagements will readily offer a higher rent than the man who knows that he must perform whatever he promises. The farmer with capital and skill will not compete with the high offers made by the ignorant adventurer. A man is often trusted with land who would not be trusted with anything else, and the land of Ireland has thus a constant tendency to fall into the hands of those who are most unlikely to cultivate it properly. * * * Sub-letting, which is a different thing from the subdivision of farms, although the two mischiefs are often found together, is much promoted by the law of distress. It exalts the position of the landlord at the expense of that of the occupier. Hence the tenant of a farm is under a strong inducement to convert himself into a landlord by sub-letting it. Competition enables him to get a promise of a high rent, and the right of distress makes him hope that he will lose nothing by the insolvency or dishonesty of his tenant.

"It is probable that a remarkable improvement would take place in the state of Ireland if this anomalous right of distress by the landlord was abolished. Of course the change should apply only to future leases. The landlord would have to look for a tenant of character and responsibility. The removal of unfit tenants from the field of competition would enable the solvent tenant to get his farm at a moderate rent. Such a tenant will be able to improve the land, and make a provision for his family without subdividing his farm, and the relation between landlord and tenant will be placed on a more equal and amicable footing. Such a tenant will take care to enter into no contract that he is unable to fulfil, and the landlord will have no reason to complain of broken covenants."

On this speech the *Times* of Monday last contains the following remarks, which are characterised by a justice and

common-sense not often seen in the leading articles of that journal, at any rate on Irish questions:—

"He (Judge Longfield) would also take away from the Irish landlord that right of distress, and that prior claim to payment, which in both islands are considered the very foundation of landed property, hard as it may occasionally be found in the interests of other creditors. This security of payment, and this constant power of enforcing it, he says, tempt the landlord to take the highest bidder, without inquiring as to his character or resources. Nothing can be done in Ireland, says Mr. Longfield, till you have raised the tenantry, and made it the interest of the landlord to exercise some kind of discrimination. We shall not enter into a discussion with Mr. Longfield on this point. We have no wish to dispel a pleasant dream if there is the least chance of its coming to something. We conclude that a judge in the Landed Estates Court must be something of an authority. But we cannot conceive how it can be a first step to the regeneration of Ireland, to abolish an immemorial right, believed to be indispensible in this country, and submitted to with very little complaint from the other less favoured creditors."

THE AFTER-SITTINGS at NISI PRIUS.

The lists of records for trial contain eighty-eight cases. Besides the indictment against a clergyman and churchwarden for desecration of a churchyard, there is one other likely to attract much interest. It is an action for libel brought by a young lady, named Travers, against the well-known writer, Sir Wm. R. Wilde, M.D. (Oculist to the Queen in Ireland), and his wife, whose remarkable poems (issued under the *nom de plume* of "Speranza") are justly admired. The libel complained of was contained in a letter addressed by Lady Wilde to Dr. Traver, father of the plaintiff. The case is watched with much interest, especially in literary circles, where all the parties are well-known, Dr. Travers being librarian of Archbishop Marsh's Library.

PRACTICE—LODGING RECORDS.

Mr. O'Brien applied to the Lord Chief Justice for liberty to lodge with his registrar a docket of a record for trial at the present after-sittings, for which a notice of trial had been served. It had not been lodged within the specified time, in consequence of an accidental omission on the part of the plaintiff's attorney.

The Lord Chief Justice said that already three applications of a similar nature had been made to him, and he found that if he were to grant one he would be obliged to grant all. The non-lodging of abstracts of records arose from pure neglect on the part of the attorney. This negligence increased with the indulgence extended to it. It was a salutary rule that records should be lodged at a specific period prior to the commencement of the *Nisi Prius* sittings, and he had come to the conclusion that he would for the future refuse every application of this character.

Mr. Walker at a subsequent period of the day, came into court and moved, on notice, that a case in which damages were sought to be recovered for demurrage should be tried in the Consolidated Nisi Prius Court, or be transferred to the Lord Chief Justice's list of records for the after sittings. Notice of trial for the Consolidated Court had been served, but it was found that the court had not jurisdiction to try the action, and, under those circumstances, the present application became necessary.

The Lord Chief Justice—Does your motion apply for a transfer to the list of the Chief Justice?

Mr. Walker—It does, my lord.

The Lord Chief Justice said the list of records for the after sittings had been already made up by his registrar. It had been a very wholesome and a very salutary rule that, for the public convenience, the registrar should have notice of the business to be disposed of by the judge. And with respect to the list of *Nisi Prius* business of the Chief Justice, that was altogether a matter between himself and the public, and one with which he trusted the court would not interfere, as it had not heretofore interfered. They must refuse the motion.

Mr. Walker said he understood that a similar order had been made in the Court of Exchequer.

Mr. Justice Hayes—We cannot help that.

LAW FIRE ASSURANCE COMPANY.—Mr. Charles Norris Wilde has been elected a director of this company, in place of Mr. Edward Archer Wilde, resigned.

FOREIGN TRIBUNALS & JURISPRUDENCE.

FRANCE.

FRENCH LAW OF ARREST.

A new and important point in the law of arrest for debt was decided last week. MM. William Arthur & Co., of the Rue Rivoli, being creditors of an Englishman for a simple contract debt of 700f., arrested him on *mesne* process. The defendant moved the Court for his discharge, on the ground that the plaintiff, William Arthur, being himself an Englishman, was not entitled to the privilege which the code gives to French subjects of arresting a foreign debtor. But the Court ruled that when, as in the present case, the foreign creditor acts, not in his own name, but as a member of a firm established in France, and in which there is a French partner, the privilege exists. The defendant was therefore sent back to prison, and condemned in costs.

We translate the following, which illustrates the French system of taking the accounts (from which our Chancery and Bankruptcy proceedings could well take some lessons) of the estates of deceased persons, &c., from the *Journal du Notariat*:—

COUR DE CASSATION.—CHAMBRE DES REQUETES.

(Before M. NICIAS GAILLARD, Pres.)

Equitable Succession—Creditors right of being present at taking of the accounts—Demand for copies and the Documents—Power of the Judge.

Nov. 16.—Though it is true in principle that the creditors on the equitable estate of a deceased person (*succession bénéficiaire*) have a right to be present at the taking of the accounts of the estate, and to require copies of the documents scheduled in respect thereof, the courts have a discriminatory power of distinguishing between documents which facilitate the exercise of their rights by the creditors and those which, not being of any use in this point of view, may be omitted from the copies to be furnished. This is particularly the case with those documents which do not pertain directly to the indebted estate, but to the equitable (beneficial) estate of the heir, even when this last has only been received by means of the accounts.

Dismiss, on this ground, on the report of Mr. Counsellor Calmetes, and on the pleadings settled by Mr. Advocate-General Savery, the appeal lodged by M. Designière-ès-noms, against a judgment delivered on the 12th August, 1863, by the Court of Dijon, in favour of Mr. Ouvrard's heirs. Counsel, Mr. Matthew Bodet, advocate.

SOCIETIES AND INSTITUTIONS.

NATIONAL ASSOCIATION FOR THE PROMOTION OF SOCIAL SCIENCE.

The third meeting of the Department of Jurisprudence and Amendment of the Law of this society will be held on Monday, December 5th, when a paper will be read by Mr. F. S. Reilly, entitled "Observations on a Digest of Law, with reference to the Address delivered at York by the President of the Department." The chair will be taken at eight o'clock.

MINUTES OF THE LAST MEETING.

Monday, Nov. 21.

Mr. W. T. S. Daniel, Q.C., in the chair.

A paper was read by Dr. Waddilove, on "The Expediency of Abolishing the Rules of Evidence which exclude the Testimony of the Parties in certain Civil Suits, and of Defendants in Criminal Trials."

A discussion followed, in which Mr. Edgar, Mr. F. Hill, Mr. Allen, Mr. Hastings, Mr. Palmer, Dr. Walter Smith, Mr. Dillon, Mr. Newmarch, F.R.S., Mr. Elliott, and Mr. Shaen took part.

After some observations, the following resolution was put and carried:—

"That the paper read by Dr. Waddilove be referred to the standing committee of the department to consider the same, and to report thereon."

LAW STUDENTS' JOURNAL.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society, held at the Law Institution on Tuesday, the 29th November ult.—Mr. Widdows in the

chair—the question discussed was, "Is the result of the recent Presidential election in America conducive to the interests of the Northern States?"

Mr. ADDISON opened the debate in the negative; and after a very spirited discussion, in which numerous members joined, the question was decided in the negative by a large majority.

LAW LECTURES AT THE INCORPORATED LAW SOCIETY.

Mr. J. N. HIGGINS, on Conveyancing, Monday, Dec. 5.
Mr. M. H. COOKSON, on Equity, Friday, Dec. 9.

COURT PAPERS.

NEW ORDER IN BANKRUPTCY.

The following new order in bankruptcy has just been issued:—

"LORD CHANCELLOR—IN BANKRUPTCY.

"Friday, Nov. 25, 1864.

"Whereas, defaults have from time to time been made by several of the official assignees of the Court of Bankruptcy, and serious losses have thereby been occasioned to creditors under bankrupts' estates, and it is desirable that such occurrences should be prevented for the future. And whereas, from recent investigations directed by me into the accounts of the official assignees and messenger of the Court of Bankruptcy for the country districts, very great irregularities have been discovered, and it is expedient and will be satisfactory to me that the books and accounts of every official assignee and messengers of the Court in the London District should undergo a similar investigation. Now by virtue of the Bankruptcy Act, 1861, and of every authority vested in me, I do hereby, with the consent and concurrence of the Commissioners of the Court of Bankruptcy in London, give power and authority to William Scrope Ayrton, Esq., one of the Commissioners of the Court of Bankruptcy for the Leeds district, and Robert Palmer Harding, of Bank-buildings, Lothbury, in the City of London, accountant, to investigate and examine the books and accounts of the official assignees and messengers of the Court of Bankruptcy in London, and also the bills of fees of the messengers, and to report to me thereon, with power to them to examine such persons, and to call for the production of such books, papers, and proceedings as they may think fit. And I do further order, that the said William Scrope Ayrton and Robert Palmer Harding do also report to me whether any, and if any, what general systems appear to them to be best calculated to ensure uniformity and accuracy in the keeping of the books and accounts of the respective officers aforesaid, and do make such other further suggestions as may occur to them.

(Signed) "WESTBURY, Chancellor."

PUBLIC COMPANIES.

INNS OF COURT HOTEL COMPANY (LIMITED).

The third ordinary general meeting of this company, consisting of the chairman, Mr. E. W. Cox, barrister, the secretary, directors, five reporters, and eleven shareholders, was held on Tuesday last, at the London Tavern; Mr. Cox in the chair.

The Secretary read the notice convening the meeting, and the minutes of the preceding meeting were read and affirmed.

The CHAIRMAN said a resolution appeared upon those minutes to the effect that the architects be paid only a certain sum. It was right that he should state that the directors had received from the architects a formal protest against that resolution, as being contrary to equity and contrary to the practice of the profession, and one to which the architects could not in any way give their consent. They did not at present wish to press the matter, but gave notice that when the work was completed, they intended to throw themselves on the company, to explain the whole state of the case from beginning to end, to show what was the custom of the profession with respect to that particular charge, and then to leave the matter to the justice and fair dealing of the company.

The report of the directors and the statement of accounts, which were taken as read, were as follows:—

LIABILITIES.	£	s.	d.
Share capital 10,000 shares of £10 each	100,000	0	0
Whereof there have been allotted 6,788 shares, viz.:—			
1,491 shares fully paid up	14,910	0	0
5,297 shares whereon the deposit and calls made amount to	26,485	0	0
And calls in advance to	1,530	10	0
Cash creditors	28,000	0	0
Cash creditors, interest to (say)	1,000	0	0
Sundry other creditors	2,789	17	0
Total	74,715	7	0

ASSETS.	£	s.	d.	£	s.	d.
Balance at bankers' in current account				1,417	15	6
Hotel account, viz.:—						
Property purchased	42,654	13	11			
Less realized for old material	285	1	6			
				42,369	12	5
Building outlay				15,699	5	4
Office furniture				171	6	0
Rent owing to company				30	0	0
Arrears due from shareholders				4,533	0	0
Expenses attendant on establishing the company, purchasing and conveying the property for the hotel, and continuing the offices to September 29th, 1864:—						
Amount up to 29th September, 1863				3,236	13	11
Amount for half-year ended 25th March, 1864				1,382	16	7
Amount for half-year ended 29th September, 1864:—						
Interest on loans	1,379	7	1			
Less interest received	56	8	4			
				1,322	18	9
Interest to shareholders				818	14	1
Legal charges (including deed stamps, &c.)				368	9	4
Advertising				2	7	7
Commission on shares				1	17	6
Commission to surveyors				129	15	0
Account books, printing, and stationery				43	12	0
Rent and other office expenses	63	3	11			
Less sale of articles of association	1	13	0			
				61	10	11
Salaries				136	5	0
Expenses of direction				630	13	0
Postage, receipt, and other stamps (exclusive of deed stamps)				20	9	0
Compensation to owners and tenants of adjacent properties				2,321	0	4
Rates and taxes				8	4	5
Fire insurance				4	0	0
Annuity to poor of Acton, charged on property purchased				4	17	4
Total				74,715	7	0

The CHAIRMAN then invited any proprietors present to make remarks upon the report and balance-sheet, and offered to answer any questions that might be put.

Mr. RHALES seconded the proposition for the adoption of the report and accounts, and said no doubt the directors had experienced difficulty in consequence of the condition of the money market. He had seen the building, and considered it a very noble one, and a credit to any part of London. He had no doubt that in time it would be a good property for the shareholders. From what he heard, he believed the hotel would stand a better chance than any of the others in the metropolis, for it was in an excellent neighbourhood for the general public, and stood well for the profession.

The CHAIRMAN said, on the part of the directors, he must say he felt much pleased at the general approval which was evinced by the silence of the proprietors generally, and could assure them that the exertions of the directors had been most zealously and constantly given under no common difficulties. The state of the money market had been a great impediment to the completion of the works. It was, however, necessary to borrow, and he hoped the proprietors would be enabled to assist the board in the matter. They had a valuable property. The report stated that it had been pur-

chased at no excessive value; so far from it, it was worth considerably more than they had given for it. Messrs. Norton, Hoggart, & Trist had valued it with great care, for the purpose of mortgage, and they had stated that the value, with all the buildings cleared away, was £40,500—the company having paid for it about £41,000, with all the buildings upon it. Nothing could be more advantageous to the company than that statement. The site now valued at £40,500 would go on steadily increasing in value. The courts were to be built in the neighbourhood of the property, and all property in that vicinity must be benefited. They would have a handsome building, the whole would be freehold, and at the present time it was not encumbered for a single sixpence. Thus they had an ample security to offer for the loan which they required. If any member of the company had clients who wished to advance money on what was, beyond all doubt, ample security, the present opportunity would be most desirable. He hoped that any shareholders who had rich clients would give this matter attention, and assist the board as much as possible. It had been said that the capital of the company was £100,000. That was true, and if the whole of that was subscribed they would not want to borrow any money, but at present they had only got £62,000 actually subscribed. Thus it would be necessary to mortgage the property in order to complete it.

The resolution was carried unanimously.

The CHAIRMAN then moved a resolution approving of the purchase by the board of No. 268, High Holborn. He explained that this was a house adjoining the hotel. In raising it, it was found that they would overshadow a portion of the next house. It was discovered, too, that a cellar from that building ran under the company's ground for some few feet, the practical effect of which was that they could not go down to lay their foundation, and must have changed the whole structure in the most important part of the building, unless they could obtain permission to deal with that cellar. Of course, as usual, advantage was taken of the company's needs, and a very exorbitant price was asked for that permission. It was so exorbitant that the directors did not know what to do. To pay it was quite out of the question, and, on the other hand, not to have it was to spoil their building. The lessee of a short term had given them permission, and supposing the board had availed themselves of this, it would only have been for a short time, at the end of which the freeholder could have come and insisted on the building being pulled down which went over his cellar. The directors found themselves in considerable difficulty, and it was proposed that they should purchase, on the part of the company, the adjoining building. After a good deal of negotiation, with the approval and advice of the company's solicitors, it was determined that that was the cheapest way to go to work. If they had paid compensation, it would have been so much loss. The building was offered at a price not very exorbitant, and they were to pay for it in cash just what they should have paid for compensation; so that they now stood possessed of that property immediately adjoining their own building, having the absolute control and ownership of it. It was found to be so advantageous a bargain that the board took on themselves to complete the purchase. It was a matter of urgency; there was no time to call a general meeting and the directors confidently relied on the shareholders to approve what they had done. He thought the meeting would feel that it was a most desirable thing that the owners of their magnificent hotel should possess the adjoining building, because if at any time they wanted to convert it into a tap, or bedrooms, it would be of inestimable value.

Mr. RHALES asked what was the purchase-money?

The SECRETARY said £3,300, and £2,300 remained on mortgage.

Mr. RHALES inquired the annual rent.

The SECRETARY replied £135 a-year, or 6 per cent., and the company were paying 5 per cent. upon their mortgage.

The resolution was carried unanimously.

AN EXTRAORDINARY GENERAL MEETING WAS THEN HELD.

The CHAIRMAN proposed that the directors should have power to borrow any sum not exceeding £20,000, on mortgage or otherwise, in addition to the sum they were empowered to borrow by the 53rd Article of Association. He said that at present the company were limited, as to borrowing powers, to the extent of £60,000. When erected, the property would be worth £100,000, and this they should be able to offer as security. They hoped to be enabled, if necessary, to borrow a sum sufficient to complete the whole matter without being indebted to bankers for any temporary loan. How the money was to be borrowed was a matter under consideration. There was a great difference of opinion as to the mode in which it should be raised, whether by mortgage or by debentures. The directors would like to know whether, if debentures were issued, from £50 and upwards, at 5 or 6 per cent., charged on the whole of the property, the shareholders would be likely to take them up. If so, no doubt debentures were the most desirable mode of raising the money. The directors did not ask for this power with any intention of raising the money at present, but they wished to be able to provide for any contingency. The power to borrow £20,000, now asked, would make the borrowing power of the company £80,000.

Mr. RHALES inquired how much had been borrowed?

The SECRETARY replied, £28,000.

Mr. RHALES asked whether at any fixed interest?

The CHAIRMAN replied that it was borrowed of the bankers at one per cent. below the bank rate, which was very high.

Mr. RHALES asked whether it was intended to pay off the bankers?

The CHAIRMAN said that must be done, because the bank held the deeds. £80,000 would enable the company to complete the entire building, furnish it, and begin with a very nice little sum in the bank.

Mr. RHALES said it was very desirable that the bank should be paid off as soon as possible.

The CHAIRMAN quite concurred in that view.

The resolution passed *nem. dis.*

Mr. RHALES moved a vote of thanks to the chairman and the board for their able conduct of the company's affairs during the past six months, which having been seconded and duly acknowledged, the proceedings terminated.

THE EXPLOSION AT ERITH.—**The vestry clerk of the parish of Erith, Mr. Reeves, has received a communication from the Home Secretary, Sir George Grey, to the effect that his attention has been called to the circumstance that a public thoroughfare passes on the top of the river embankment, and crosses the landing stage close to the door of a powder magazine, being literally not more than a couple of yards from it, and on the same level. Also that persons have frequently been seen walking along this thoroughfare smoking pipes. Sir George, therefore, suggested that the inhabitants of Erith should take immediate measures to divert such thoroughfare. This communication has been considered at a vestry meeting, and it was the general opinion that this public way should not be interfered with, and that the proper mode to prevent accidents was the removal of the powder magazines.**

ECCLESIASTICAL COURTS.—In the ecclesiastical courts of England there were last year only 22 suits in the popular and ordinary acceptation of that word. 14 related to church-rates; 7 of these were in the Arches Court, 6 in the Consistory Court of Durham, and 1 in that of London. There was 1 suit relating to pew-rights, 1 against institution to a benefice, 2 for deprivation of benefice, and 2 for publicly preaching, &c., in a place of worship without the consent of the incumbent of the parish, its spiritual lord. The applications or "suits" for faculties authorising the restoration, alteration, or rebuilding of churches are much more numerous. There were 31 last year, and that is considerably below the average; 15 of them were in Sarum, and 12 in Lincoln diocese.

THE DISCIPLINE OF THE BAR.—The Benchers of the Middle Temple, who some time ago decided that they would not disbar Mr. William Digby Seymour, may take a lesson from the terrific sentence lately fulminated against Mr. Charles Rann Kennedy, by their brethren of the Inner Temple. That unhappy gentleman is, we understand "suspended for two years from attendance in the hall, library, and gardens" of that house.

CURIOUS DIVORCE CASE.—The Tribunal of Saint Etienne (Loire) has now before it a demand for *separation de corps*, based on a rather curious motive. It is the husband who claims the separation, on the grounds of the refusal of his wife to proceed to the religious ceremony and to live with him. The trial promises to lead to some amusing revelations, showing that spirit rapping has something to do with the lady's determination.

ESTATE EXCHANGE REPORT.

AT THE GUILDHALL HOTEL.

Nov. 28.—By Messrs. DANIEL CRONIN & SONS.

Lease, with possession, of the Stapleton Hall Tavern, Stroud-green, Hornsey; term, 99 years from 1862; ground-rent, £8 per annum—Sold for £2,100.

Leasehold, 3 residences, being Nos. 1, 2, and 3, Stapleton-terrace, Stroud-green, aforesaid; term similar to above; ground-rent £4 per annum each—Sold for £890.

Leasehold profit rental of £35 per annum (with reversion), for about 76 years, arising out of the Albion Public-house, situate in Commercial-road, Peckham—Sold for £610.

Nov. 29.—By Messrs. DEBENHAM & TEWSON.

Copyhold plot of building ground, fronting Palace-road, East Moulsey,—Sold for £120.

Leasehold, 2 residences, being Nos. 1 and 2, Claremont-villas, Broxbourne, Herts; term 99 years from 1847: ground-rent £5 per annum—Sold for £820.

Leasehold house, being No. 12, Mannville-terrace, York-road, Camden New-town; term 97 years from 1849; ground-rent £11 per annum—Sold for £165.

Freehold, 2 houses, being Nos. 24, New-street, and 9, Middle-street, Cloth-fair, City—Sold for £850.

Freehold plot of land, situate in Bensham-grove, Beulah Spa, Upper Norwood—Sold for £70.

Leasehold residence, being No. 7, Malvern-road, Dalston; term 87 years from 1862; ground-rent £7 per annum—Sold for £390.

AT GARRAWAY'S.

Nov. 29.—By Messrs. P. & J. BELTON.

Lease of the New Crown Wine and Spirit Vaults, situate in St. Paul's-road, Canonbury; term, 31 years from 1864—Sold for £2,130.

Nov. 30.—By Messrs. EDWIN FOX & BOUSFIELD.

Leasehold dwelling-house, being No. 25, Morpeth-terrace, Morpeth-road, South Hackney; term 80 years from 1846; ground-rent £4 10s per annum—Sold for £165.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

FOWKES—On Nov. 28, at Sydenham, the wife of H. R. G. Fowkes, Solicitor, of a son.

HEMMING—On Nov. 30, at Victoria-rd, Hampstead, the wife of G. W. Hemming, Esq., of a daughter.

PEARCE—On Nov. 24, at Kersal View, Higher Broughton, the wife of John Pearce, Esq., of a son.

MARRIAGES.

BARNWELL—MOORE—On Nov. 22, at St. Mary's, Lewisham, Charles Lowry Barnwell, Esq., to Agnes Margeret, second daughter of the late Philip Charles Moore, Esq., of Doctors'-commons.

NICHOLSON—ROMILLY—On Nov. 24, at St. John's, Paddington, Lothian Nicholson, Lieutenant-Colonel Royal Engineers, and Companion of the Bath, to Mary, second daughter of the Right Hon. Sir John Romilly, Master of the Rolls.

SARGENT—KING—On Oct. 20, at Windsor, Nova Scotia, the Rev. John Paine Sargent, Incumbent of Port Mulgrave, Strait of Causean, formerly of H.M.'s 62nd Regiment, to Elizabeth, second daughter of Harry King, Esq., D.C.L., Barrister-at-Law.

DEATHS.

BARCLAY—On Oct. 30, at Kingston, Jamaica, the Hon. Alexander Barclay, Receiver-General.

EVERETT—On Nov. 23, at Reading, William Everett, Esq., Fellow of New College, Oxford, and Barrister-at-Law, Western Circuit.

MOULTRIE—On Oct. 5, lost in the Persia, off Calcutta, during the cyclone, George Edward, eldest son of the late Edward Mortimer Moultrie, of the Middle Temple, Esq., aged 21.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

CASWELL, THOMAS, and JOHN WHITE CASWELL, both of Hythe, Kent, Gents. £101 13s. Consolidated £3 per Cent. Annuities—Claimed by J. W. Caswell, the survivor.

MONRO, HORACE GEORGE, Trinity College, Cambridge, Esq. £128 6s. 3d. Reduced £3 per Cent. Annuities—Claimed by said H. G. Monro.

VERRALL, JOHN, Ilford, Sussex, Esq. £1,247 17s. 5d. New £3 per Cent. Annuities—Claimed by said J. Verrall.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

TUESDAY, NOV. 22, 1864.

LIMITED IN CHANCERY.

Blackburn Co-operative Cotton Spinning and Weaving Company (Limited).—Petition for winding-up, presented Nov 18, to be heard before Vice-Chancellor Stuart on the first day for hearing petitions in December. Barnard, Gray's-inn-pl, agent for Wheeler, Dean, & Kendall, Blackburn, solicitors for the petitioners.

Patent Artificial Stone Company (Limited).—Petition for winding-up, presented Nov 16, to be heard before the Master of the Rolls on Dec 3. Bridges & Co, solicitors for the petitioner.

Tobacco, Cigar, and Snuff Company (Limited).—Petition for winding-up, presented Nov 16, to be heard before the Master of the Rolls on Dec 3. Snell, George-st, Mansion-house, solicitor for the petitioner.

FRIDAY, NOV. 25, 1864.

LIMITED IN CHANCERY.

Darjeeling Brewery Company (Limited).—Petition for winding-up, presented Oct 25, to be heard before Vice-Chancellor Kindersley on the next petition day. Lee, Lincoln's-inn-fields, solicitor for the petitioner.

Hafod Lead Mining Company (Limited).—Petition for winding-up, presented Oct 15, to be heard before the Master of the Rolls on Dec 5. Dubois, Solicitor for the petitioner, Church-passage, Gresham-st.

UNLIMITED IN CHANCERY.

Leeds Banking Company.—Creditors are required, on or before Dec 1, to send their names and addresses, and the particulars of their debts or claims, to Mr. William Turquand, Tokenhouse-yd, Acoountant, the provisional liquidator.

Friendly Societies Dissolved.

TUESDAY, NOV. 22, 1864.

United Tradesman's Benevolent Society, Old Bull Inn, Blackburn, Lancaster. Nov 18.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, NOV. 1, 1864.

Casement, Hugh, Melbourne, Merchant. Jan 12. Lamphier v Saffery, V.C. Stuart.

Hinchley, Eliz, Aylesbury-st, Clerkenwell, Widow. Dec 14. Beaumont v Hinchley, M.R.

Clarkson, Jane, Acomb, York, Widow. Dec 7. Kemplay v Bulmer, V.C. Kindersley.

TUESDAY, NOV. 8, 1864.

Sartoris, Julius Alex, Hoppesford Hall, Warwick, Esq. Dec 7. Sartoris v Sartoris, M.R.

Lowrey, Barbara, Newcastle-upon-Tyne, Widow. Dec 8. Northumberland and Durham Banking Co v Farley, M.R.

Cotching, Chas, Houghton Regis, Dunstable, Bedford, Cattle Dealer. Dec 5. Proctor v Kidman, M.R.

Phillipps, Eliz, Hemel Hempstead, Herts, Spinster. Dec 5. Liddon v Ford, V.C. Kindersley.

Benstead, Saml Walpole, Suffolk, Grocer. Dec 5. Tuck v Benstead, V.C. Kindersley.

Layel, Joseph, Stepney, Gent. Dec 10. Leeks v Layel, V.C. Stuart.

Chapman, Danl, Doncaster, Methodist Minister. Dec 7. Ellis v Lister, V.C. Stuart.

FRIDAY, NOV. 11, 1864.

Fryer, Wm, Upton, Notts, Miller. Dec 8. Stevenson v Marriott, M.R.

Wright, Benj Robt, Kentish-town, Oilman. Dec 9. Wright v Wright, M.R.

Simpson, Wm, Belgrave-rd, Pimlico, Civil Engineer. Dec 5. Freeman v Simpson, M.R.

Smith, Chas, Southwark, Timber Merchant. Dec 8. Widgington v Smith, V.C. Kindersley.

TUESDAY, NOV. 15, 1864.

Hardy, Thos Moorhouse, Durham, Farmer. Dec 8. Scott v Hardy, V.C. Kindersley.

Morton, Thos, Elton, Hunts, Farmer. Dec 10. Watts v Griffin, V.C. Kindersley.

Jackson, Thos, Croydon, Cambridge, Farmer. Dec 12. Jackson v Jackson, V.C. Stuart.

FRIDAY, NOV. 18, 1864.

Jackson, Thos, Lpool, Mariner. Dec 15. Jackson v Jackson, M.R.

Brayshaw, Thos, Giggleswick, York, Gent. Dec 12. Brayshaw v Brayshaw, M.R.

Howard, Ralph, Staley, Chester, Cotton Spinner. Dec 13. Howard v Howard, M.R.

Munt, Richard, Reading, Berks, Grocer. Dec 7. Cooper v Munt, V. C. Kindersley.

Curtiss, Edward, Bognor, Sussex, Painter. Dec 14. Curtiss v Grant, M. R.

Connell, Edward, Knackersknowle, Plymouth, Esq. Halstead v Halstead V. C. Stuart.

FRIDAY, NOV. 25, 1864.

Wilson, Wm Hitt, Norwich, Bank Manager. Jan 7. Dixon v Dickinson, M.R.

Adamson, Jas, Ely-pl, Gent. Dec 12. Dodson v Adamson, M.R.

Astbury, Thos, Smethwick, Stafford, Iron Founder. Jan 7. Astbury v Beasley, M. R.

Jones, Ruth, Ruddlan, Flint, Widow. Dec 23. Hughes v Jones, M.R.

Wright, Wm, Old Ford, Painter. Dec 23. Hayden v Wright, M.R.

Alsop, Joseph, Goole, York, Master Mariner. Dec 17. Alsop v Alsop, V.C. Kindersley.

Dew, Jas, Henbury, Gloucester, Gent. Dec 22. Collins v Lewis, V.C. Stuart.

TUESDAY, NOV. 29, 1864.

Ker, Anne, Upper Holloway, Spinster. Forthwith. Ker v Cusac, V.C. Kindersley.

Wilkin, Henry, Connaught Terrace, Hyde Park, Surgeon. Dec 21. Wilkin v Wilkin, V. C. Kindersley.

Anthony, Charles, Dartington, Devon, Esq. Jan 11. Anthony v Oldreive, V. C. Stuart.

Thomas, Morgan, Langonoyd, Glamorgan, Bookseller. Jan 10. Bowen v Thomas, V. C. Stuart.

Maxfield, Joseph, Brighton, Innkeeper. Jan 10. Smith v Maxfield, V.C. Stuart.

Daniell, Hy, Nayland, Suffolk, Gent. Jan 7. Daniell v Murton, M.R.

King, Wm, Stepney, Surgeon. Jan 7. Gilbert v Lee, M.R.

Eastlake, Ellen Pierce, Plymouth, Spinster. Dec 18. Eastlake v Eastlake, V.C. Wood.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, NOV. 22, 1864.

Alcock, Wm, Franche, Kidderminster, Publican. Feb 1. Hancock & Co, Carey-st, Lincoln's-inn-fields.

Chipp, Hy, Milman's-row, King's-road, Chelsea, Commercial Traveller. Dec 24. Howard & East, Staple-inn.

Cooke, Saml, Denton, Lancashire, Painter. Dec 19. F. & T. Drinkwater, Hyde and Ashton.

Davies, John, Over Knutsford, Chester, Farmer. Dec 8. Wilkinson, Ollerton.

Egginton, Joseph Gostling, Kirk Ella, York, Esq. Feb 1. Lightfoot & Co, Hull.
Heath, Read, West Wycombe, Buckingham, Farmer. Jan 13. Clarke, High Wycombe.
Hodges, Wm Robt, Leicester-sq, Esq. Dec 5. Jolley, Upper Stamford-st.
Restarick, Thos, Devonport, Devon, Merchant. Jan 31. Sole & Gill, Devonport.
Toutill, Joseph, Harrowgate, York, Corn Factor. Feb 1. Markland Leeds.
Tress, Francis, Northiam, Sussex, Esq. Feb 1. Munn & Mace, Tenterden.
Walker, Jas, Guiting Power, Gloucester, Gent. Jan 17. Kendall & Son, Bourton-on-the-Waters.
Watson, Wm Tottie, Headingly, Leeds, Merchant. Feb 11. Tennant & Co, Leeds.

FRIDAY, Nov. 25, 1864.

Alington, Rev John, Letchworth, Hertford, Clerk. Dec 11. Hawkins & Co, Hitchin.
Batt, Geo, The Priory, Sydenham, Kent, Esq. Jan 1. Booth & Lane, Surrey-st, Strand.
Bown, Thos, Walkeringham, Nottingham, Farmer. Dec 19. Hayes, Gainsborough.
Farmer, Thos Adwick, Gainsborough, Lincoln, Ironmonger. Feb 13. Hayes, Gainsborough.
Faulkner, Geo, Albany, Piccadilly, Esq. Dec 20. Miles, Gray's-inn-sq.
Fisher, Robt, Chetwynd Lodge, Salop, Esq. Dec 31. Fisher & Hodges, Newport.
George, Eliz, Kingsdown, Bristol, Spinster. Dec 31. Cooke & Sons, Bristol.
Horwood, Anne, Marlowes, Hemel Hampsted, Hertford, Gentlewoman. Jan 21. Grover & Stocken, Hemel Hampstead.
Ive, John Staples, High Wycombe, Bucks, Esq. Jan 6. Kennedy, Chancery-lane.
Jennings, Fredk, Wheathamstead, Hertford, Plumber and Ironmonger. Jan 1. Thompson & Debenham, St Albans.
Maughan, Thos, The Abbey, Gt Grimsby, Lincoln, Esq. Feb 28. Carritt & Son.
Mayo, Mary, Devizes, Wilts, Widow. Dec 31. Druitt, Christchurch.
Nettleship, Wm Evison, Sutterton Fen, Lincoln, Farmer and Miller. Dec 14. Rice & Wighton, Boston.
Oliver, Jas, Cavendish-rd, St John's-wood, Esq. March 25. Clayton & Co, Lincoln's-inn.
Sherry, Richd, Newport, Salop, Innkeeper. Dec 31. Fisher & Hodges, Newport.
Thomas, James, Walsall, Stafford, Gent. Jan 24. Thomas, Walsall.
Thompson, Richd, Bilston, Stafford, Gent. Jan 22. Mason & Holmes, Bilston.
Wright, Jas, Bradford, York, Wine and Spirit Merchant. Jan 31. Marsland & Co, Manch.

TUESDAY, Nov. 29, 1864.

Adney, John, Pemberton, Hallerton, Devon, Esq. Jan 1. Dommett & Canning, Chard.
Barrett, Richd, Bromley, Kent, Gent. April 20. Lepard & Gammon, Cloak-lane.
Blake, Charlotte, Buntingford, Herts, Widow. Dec 31. Boyle & Son, Bedford-pl, Russell-sq.
Day, Alex Armstrong, Enniskillen, Ireland, Gent. Dec 31. Wright & Hunter, Lpool.
Falconar, John Brunton, Newcastle-upon-Tyne, Paper Maker. Jan 31. Dees, Newcastle-upon-Tyne.
Felton, Jas, Warwick-rd, Upper Clapton, Gent. Dec 31. Digby & Son, Lincoln's-inn-fields.
Haydon, Emily Foster, St Ann, Island of St Kitts, West Indies, Widow. March 25. Iliffe & Co, Bedford-row.
Kent, Joseph, Swaffham Prior, Cambridge, Esq. Dec 31. Palmby, Swaffham Prior.
Morgan, Evan Anwyl, City-rd, Coffeehouse Keeper. Jan 31. Brown & Goodwin, Finsbury-pl.
Pugh, Jas, Kingston, Hereford, Magistrates' Clerk. Jan 21. Bodenham & Temple, Kingston.
Ray, Jas, Park Farm, nr Wallingford, Berks, Farmer. March 25. J. K. & C. Hedges, Wallingford.
Sinclair, Catherine, Chesham-place, Belgrave-square, Spinster. Jan 6. R. & C. H. Hodgson, Salisbury-street, Strand.
Slater, Lieutenant-Colonel Mortimer John, Lucknow. Jan 6. R. & C. H. Hodgson, Salisbury-street, Strand.
Starkey, Richd, Bracondale, Norwich, Gent. Dec 31. Rackham, Norwich.
Vardon, Maria Jane, Eastbourne, Sussex. May 29. Anderson & Shoubridge, Lincoln's-inn-fields.
Walters, Jas, Guildhall Coffeehouse, Gresham-st, Tavern Keeper. Dec 26. Lepard & Gammon, Cloak-lane.
Williams, Wm Fosbury, Euston-rd Fitzroy-sq, Statuary and Mason. Jan 21. George, Chipping Barnet.
Wood, Robt Hy, Pembroke-villas, Richmond, Surrey, Esq. Jan 31. Young & Jacksons, Essex-st.

Deeds registered pursuant to Bankruptcy Act, 1861.

TUESDAY, Nov. 22, 1864.

Alabaster, Robt Wm, Old Change, Warehouseman. Oct 28. Conv. Reg Nov 22.
Allan, Wm, Newcastle-on-Tyne, Brush Manufacturer. Oct 31. Comp. Reg Nov 19.
Beardall, John, Tottenham-ct-rd, Mantle Manufacturer. Nov 18. Conv. Reg Nov 21.
Brewer, Hy, High-st, Wapping, Ship Chandler. Nov 14. Comp. Reg Nov 21.
Briggs, Christopher, & Thurston Briggs, Farnworth, nr Bolton, Lancaster, Cotton Manufacturers. Nov 3. Comp. Reg Nov 18.
Brown, John, Newcastle-upon-Tyne, Bacon Factor. Nov 5. Comp. Reg Nov 21.
Channing, Edwd Abraham, Stoodleigh, Devon, Yeoman. Nov 15. Asst. Reg Nov 21.
Christian, Chas Townsend, Somerset-st, Middx, Gent. Oct 1. Comp. Reg Nov 18.
Eggington, Edwd, Ludlow, Salop, Ironmonger. Oct 26. Conv. Reg Nov 18.
Everett, Geo, Islington, Wine and Spirit Merchant. Nov 16. Conv. Reg Nov 22.
Gillard, Wm, Dowcrae's-buildings, Ball's-pond, Drysalter. Nov 4. Arr. Reg Nov 16.
Gillibrand, Thos, Chorley, Lancaster, Warehouseman. Oct 28. Conv. Reg Nov 19.
Hawksworth, Peter, Bradford, York, Woolstapler. Oct 28. Conv. Reg Nov 19.
Horlick, Geo, Bristol, Baker. Nov 3. Comp. Reg Nov 22.
Hyde, Robt Abbott, Salford, Lancaster, Provision Dealer and Beer-seller. Nov 11. Conv. Reg Nov 18.
Jackson, Joseph, jun, Gorton, Lancaster, Bricklayer. Nov 16. Comp. Reg Nov 21.
Jones, Wm Rimbron, Long-acre, Hatter. Nov 17. Comp. Reg Nov 21.
Kidd, Geo, Gt Marlow, Bucks, Grocer. Nov 11. Conv. Reg Nov 21.
Kirby, John, Oval, Hackney-rd, Draper. Nov 17. Comp. Reg Nov 21.
Lovell, Jas, Northampton, Leather Seller. Oct 26. Conv. Reg Nov 22.
Macklin, Reuben, Park-rd, Hackney, Trimming Manufacturer. Nov 16. Comp. Reg Nov 21.
Mayman, Geo, Miles Fearnley, & Geo Mayman, jun, Heckmondwike, Blanket Manufacturers. Oct 28. Conv. Reg Nov 22.
Mills, Richd, Rochdale, Lancaster, Woolsorter. Nov 1. Conv. Reg Nov 21.
Newton, John, Preston, Lancaster, Manufacturer. Oct 26. Conv. Reg Nov 22.
Norris, Jas, Crescent, Lower Edmonton, Vellum Binder. Nov 2. Conv. Reg Nov 19.
Page, Hy Joseph, Moorgate-st, Auctioneer and Stationer. Oct 29. Conv. Reg Nov 22.
Price, John, Abertillery, Monmouth, Shopkeeper. Oct 25. Conv. Reg Nov 21.
Riches, Wm, Wroxham, Norfolk, Shopkeeper. Nov 16. Conv. Reg Nov 21.
Robins, Geo Barrell, Hardway, Hants, Cattle Dealer. Nov 19. Comp. Reg Nov 22.
Rothwell, Jas, Rochdale, Lancashire, Wool Stapler. Nov 7. Comp. Reg Nov 19.
Rubery, John, Leamington, Warwick, Merchant and Umbrella Manufacturer. Nov 1. Asst. Reg Nov 19.
Rudyard, Arthur John, Macclesfield, Chester. Silk Trimming Manufacturer. Nov 14. Comp. Reg Nov 19.
Sanderson, Alfred Whaley, King's Mills, King-st, Camden-town, Drysalter. Nov 4. Conv. Reg Nov 18.
Savery, Americus Blakeney, Chepstow, Monmouth, Esq. Oct 22. Conv. Reg Nov 19.
Simpson, Francis, High-st, Newington-butts, Dealer in China and Glass. Oct 25. Comp. Reg Nov 21.
Stocker, Alexander Southwood, Wolverhampton, Horse Shoe and Shoe Tip Manufacturer. Sept 22. Comp. Reg Nov 19.
Swan, John, Leadenhall-st, Merchant. Nov 2. Inspectorship. Reg Nov 21.
Strangman, Richd Thos, and Saml Bake, Billiter-sq, Merchants. Oct 29. Inspectorship. Reg Nov 17.
Travis, Hy Barker, Sheffield, Schoolmaster. Nov 2. Conv. Reg Nov 21.
Wade, Wm, York, Publican. Oct 25. Conv. Reg Nov 21.

FRIDAY, Nov. 25, 1864.

Adams, Edgar, Gt Titchfield-st, Oxford-st, Crinoline Skirt Manufacturer. Nov 1. Conv. Reg Nov 23.
Appleyard, Fredk, Northgate, York, Currier and Leather Dealer. Nov 2. Conv. Reg Nov 24.
Astell, Wm, Goose Gate, Nottingham, Beer Seller. Oct 26. Asst. Reg Nov 23.
Batty, Geo, Sutton-in-Forest, York, Farmer. Oct 31. Asst. Reg Nov 25.
Blakeborough, Geo Briggs, Leeds, Paper Merchant. Nov 2. Conv. Reg Nov 23.
Borchardt, Noah, Gt Prescott-st, Belt Manufacturer. Nov 16. Comp. Reg Nov 23.
Bourne, Jas, Carlisle-ter, Bow, Commercial Traveller. Nov 8. Comp. Reg Nov 25.
Bruce, Wm Wallace, Lancaster, Ship Owner. Nov 2. Asst. Reg Nov 22.
Carter, John, King William-st, Wine Merchant. Nov 21. Comp. Reg Nov 25.
Comer, Thos, Hackney, Secretary. Nov 23. Arr. Reg Nov 25.
Delmar, Jas, Harpur-st, Red Lion-sq, Wine Merchant's Clerk. Oct 26. Comp. Reg Nov 22.
Early, Thos, & Thos Early Smith, Houndsditch, Wholesale Clothiers and Warehousemen. Nov 19. Inspectorship. Reg Nov 24.
Edmondson, John, Padiham, Lancaster, Manufacturer. Oct 31. Conv. Reg Nov 24.
Fairlamb, Hannah, Newcastle-upon-Tyne, Widow. Oct 29. Conv. Reg Nov 24.
Fairs, Joseph, Birtley, Durham, Butcher Oct 29. Conv. Reg Nov 24.
Fisher, Thos, High-st, Worcester, Saddler. Oct 21. Comp. Reg Nov 17.
Fleming, Isabella, Lancaster, Widow. Oct 27. Asst. Reg Nov 23.
Gill, John Withers, Thetford, Norfolk, Miller and Merchant. Oct 29. Conv. Reg Nov 25.
Grierson, John, Police-st, Manch, Tailor. Nov 16. Comp. Reg Nov 24.
Holme, Richd, Sheffield, out of business. Nov 7. Conv. Reg Nov 23.
Holtby, Saml, Lowgate, Tailor and Draper. Nov 15. Comp. Reg Nov 23.
Howson, Thos, Blackburn, Lancaster, Land Agent. Oct 27. Asst. Reg Nov 24.
Hughes, John, Crane-st, Chester, Joiner. Nov 11. Conv. Reg Nov 22.
Jackson, Chas, & Joseph Rollason, Birm, Engineers. Oct 29. Conv. Reg Nov 23.
Jones, Wm Hy, Lpool, Iron Merchant. Nov 19. Comp. Reg Nov 25.
Jones, Wm, Dowlais, Glamorgan, Grocer. Oct 26. Conv. Reg Nov 22.
Knowles, Jas, & Thos Duckworth, Padiham, Lancaster, Manufacturers. Oct 25. Conv. Reg Nov 22.
Pilling, David, and Peter Shaw, Warrington, Lancaster, Tanners. Nov 1. Conv. Reg Nov 25.

Pryce, Elijah, & Joseph Cowden, Lpool, Merchants. Nov 1. Conv. Reg Nov 25.
Robinson, Andrew, Cumberland, Draper. Oct 31. Conv. Reg Nov 25.
Slade, Wm, Sydenham, Kent, Gent. Nov 12. Conv. Reg Nov 25.
Smith, Fredk, Kingston-upon-hull, Dealer in Glass and China. Nov 19. Conv. Reg Nov 23.
Smith, Jas, Bristol, Surgical Instrument Maker. Oct 26. Comp. Reg Nov 24.
Smith, Thos, Leeds, Innkeeper. Nov 16. Conv. Reg Nov 24.
Swatman, Edwd Lane, King's Lynn, Norfolk, Solicitor. Oct 27. Conv. Reg Nov 24.
Sweetman, Chas, Brightbow, Bristol, Undertaker, Nov 3. Conv. Reg Nov 23.
Swift, Wm Alfred, Regent's-park, Club-house Keeper. Nov 21. Comp. Reg 25.
Thomson, Wm, and Phineas Alex Ryrie Oldfield, Lpool, Brokers. Nov 5. Conv. Reg Nov 24.
Wertherimer, Maurice, Lpool, Jeweller and Dealer in Fancy Goods. Nov 9. Comp. Reg Nov 24.
Wilcock, Theophilus Hy, Martin's-lane, Cannon-st, Wholesale Tea Dealer. Nov 19. Comp. Reg Nov 24.

TUESDAY, Nov. 29, 1864.

Aitchison, Jaspar, South Shields, Durham, Paint Manufacturer. Oct 29. Comp. Reg Nov 25.
Balster, Walbancke, & Co, Leadenhall-st, Upholsterers. Nov 16. Comp. Reg Nov 28.
Bannister, Robt, Staleybridge, Lancaster, Provision Dealer. Nov 8. Conv. Reg Nov 25.
Barbour, Joseph, Bishopwearmouth, Durham, Grocer. Nov 15. Conv. Reg Nov 28.
Bell, Hy, Leicester, Painter. Nov 7. Conv. Reg Nov 28.
Betts, Chas, & Geo Griffin, Stamford, Lincoln, Grocers. Nov 1. Conv. Reg Nov 28.
Bircham, Margaret, Holt, Norfolk, Widow. Nov 3. Conv. Reg Nov 28.
Blech, Joseph Edwd, George-st, Mansion-house, Merchant. Nov 23. Conv. Reg Nov 28.
Clough, Francis, Gresham House, Merchant. Nov 2. Inspectorship. Reg Nov 29.
Coupe, Peter, Preston, Lancaster, Cotton Cloth Manufacturer. Nov 10. Conv. Reg Nov 28.
Cousins, Montague, Boston, Lincoln, Butcher. Nov 8. Conv. Reg Nov 28.
Cowell, Arthur, Bermondsey-wall, Licensed Victualler. Nov 16. Comp. Reg Nov 29.
Crabb, Wm, Manch, Woollen Manufacturer. Oct 29. Conv. Reg Nov 25.
Crossley, Hy, Todmorden, York, Cotton Manufacturer. Nov 4. Conv. Reg Nov 26.
Croxton, Geo, Huddersfield, York, Fruiterer. Nov 1. Conv. Reg Nov 28.
Culshaw, Geo, Southport, Lancaster, Joiner. Oct 28. Conv. Reg Nov 25.
Ellinger, Robt, Dover, Licensed Victualler. Oct 29. Conv. Reg Nov 26.
Farnworth, Richd, Booth-town, nr Manch, Manufacturer. Nov 1. Conv. Reg Nov 26.
Fieller, Jacob, Carter-st. Houndsditch, Clothier. Nov 25. Asst. Reg Nov 28.
Griffiths, Wm, Lydiates, Hereford, Farmer. Oct 31. Asst. Reg Nov 26.
Hanks, Benj, Malmesbury, Wilts, Shoemaker. Nov 5. Conv. Reg Nov 28.
Hastings, Smith, Three King-ct, Lombard-st, Wine Merchant. Nov 22. Comp. Reg Nov 29.
Jeffrey, Wm, Northampton, Currier. Oct 31. Conv. Reg Nov 28.
Jeffs, Danl, Milford, Pembroke, Innkeeper. Nov 19. Conv. Reg Nov 28.
Leaver, Jas, Blackburn, Lancaster, Cotton Manufacturer. Nov 1. Conv. Reg Nov 26.
MacIver, Lewis, Lpool, Merchant. Nov 19. Asst. Reg Nov 28.
May, Thos Belsey, Bishop's Stortford, Hertford, Printer. Nov 22. Conv. Reg Nov 28.
Miles, Hy, Portsmouth, Hants, Licensed Victualler. Nov 22. Conv. Reg Nov 28.
Millar, Bigsby, Pelham-st, Spitalfields, Italian Warehouseman. Nov 21. Comp. Reg Nov 29.
Morris, Jas, Bolton, Lancaster, Beerseller. Oct 31. Conv. Reg Nov 26.
Norris, Wm, Mill Brook, Staley, Chester, Grocer. Nov 3. Conv. Reg Nov 25.
Norris, Wm Ratty, Birm, Victualler. Oct 31. Conv. Reg Nov 28.
Paddock, Edwd, Ellesmere, Salop, Ironmonger. Oct 21. Conv. Reg Nov 28.
Penney, Wilson, Lpool, Architect. Oct 29. Inspectorship. Reg Nov 26.
Pickering, John Cooper, Saundby, Nottingham, Innkeeper. Nov 5. Asst. Reg Nov 28.
Ridge, Wm Robt, Kingston, Surrey, Stay Manufacturer. Nov 22. Conv. Reg Nov 29.
Rowe, Geo, Halton, Chester, Grocer. Oct 29. Asst. Reg Nov 26.
Rumball, James Quilter, Harpenden, Hertford, Surgeon. Nov 12. Comp. Reg Nov 29.
Skinner, Wm, Lpool, Boat Builder. Sept 20. Conv. Reg Nov 26.
Smith, Thos, Bungay, Suffolk, Merchant. Nov 5. Conv. Reg Nov 28.
Smith, Thos, & Wm Vaughan, Birm, Builders. Oct 29. Comp. Reg Nov 26.
Smith, Wm, & John Boothman, Burnley, Lancaster, Cotton Manufacturers. Nov 1. Conv. Reg Nov 26.
Snook, Hy, Newcastle-upon-Tyne, Cabinet Maker. Nov 2. Conv. Reg Nov 28.
Stead, Wm, Leeds, Hosier. Nov 5. Asst. Reg Nov 29.
Stone, Geo, & Francis Stone, Old Kent-rd, Cheesemongers. Nov 23. Conv. Reg Nov 29.
Sturch, Thos Hy, Bath, Sadler and Harness Maker. Nov 5. Comp. Reg Nov 25.
Weeks, Jas, Bath, Butcher. Nov 8. Conv. Reg Nov 28.
Wellington, Wm, Hereford, Innkeeper. Oct 31. Conv. Reg Nov 28.
White, Hy, Mansfield, Nottingham, Confectioner. Nov 18. Conv. Reg Nov 28.
White, Saml, Lpool, Clothier. Oct 29. Conv. Reg Nov 26.
Wilde, Mary Ann, Stretford, Lancaster, Widow, Jas Davenport, Manch, Cashier, and Joseph Wilde, Chorlton-upon-Medlock, Cabinet Maker. Nov 3. Conv. Reg Nov 28.

Bankrupts.

TUESDAY, Nov. 22, 1864.

To Surrender in London.

Aldridge, Robt, Tottenham, Plumber and Builder. Pet Nov 18. Dec 5 at 11. Angell, Guildhall-yd, Cheapside.
Bryan, Susannah, Vine-st, Westminster, Widow. Pet Nov 17. Dec 6 at 2. Lewis, Ely-pl.
Butler, Hy Wm, Merton, Surrey, Floor Cloth Manufacturer. Pet Nov 10. Dec 5 at 11. Reed & Phelps, Gresham-st.
Conquest, Geo, Whitton, nr Hounslow, Licensed Victualler. Pet Nov 15. Dec 7 at 2. Walker, Guildhall-chambers.
Crighton, Jas, Threadneedle-st, Comm Agent and Merchant. Pet Nov 18. Dec 5 at 11. Lawrance & Co, Old Jewry-chambers.
Elkan, Louis, Mincing-lane, Merchant. Pet Nov 16. Dec 14 at 1. Murray, Gt St Helen's.
Elliot, Wm Hy, Lamb's Conduit-st, Stationer. Pet Nov 15. Dec 7 at 2. Waldron, Lamb's Conduit-st.
Epps, Wm Jas, jun, Hastings, Sussex, Seedsman. Pet Nov 17. Dec 14 at 12. Weeks, Falcon-sq.
Gann, Geo, Somerset-ter, Brixton, Carpenter. Pet Nov 16. Dec 7 at 2. Marshall, Hatton-garden.
Hall, Jas, Eastbourne-house, Kensington. Adj Nov 18. Dec 14 at 11. Lawrence & Co, Old Jewry-chambers.
Hammond, Chas Nathnl, and Fredk Hammond, Lower Whitecross-st, Tin and Zinc Plate Workers. Pet Nov 16. Dec 6 at 11. Wood & King, Basinghall-st.
Harris, Wm, Gt Prescott-st, Goodman's-fields, Diamond Merchant. Pet Nov 16. Dec 6 at 11. Woolf, King-st, Cheapside.
Hunt, Harris Thompson, Prisoner for Debt, Lewes. Adj Nov 16. Dec 6 at 12. Aldridge.
Hussey, Saml, Norfolk-rd, Hackney, Comm Agent. Pet Nov 18. Dec 14 at 11. Durant, Guildhall-chambers.
Knapp, Jas, Manor-st, Clapham, Coach Builder. Pet Nov 18. Dec 6 at 12. Bakley, King William-st.
Lascaridi, Geo Peter, Winchester-house, Old Broad-st, Insurance and Discount Agent. Pet Nov 14. Dec 14 at 12. Abrahams, Gresham-st.
Maish, Thos Poyle, Middx, no calling. Pet Nov 17. Dec 6 at 2. Neale, Canterbury-row, Newington.
Murrel, James, Norwich. Glass and China Dealer. Pet Nov 18. Dec 8 at 11. Sole & Co, Aldermonbury.
Narden, Jas, Wilmington-sq, Clerkenwell, Importer of Swiss Watches. Adj Nov 14. Dec 14 at 1. Aldridge.
Rose, Wm Spicer, Norris-st, Haymarket, Tailor. Pet Nov 18. Dec 6 at 12. Hill, Basinghall-st.
Scholfield, Hy, Lansdown-ter, Hornsey New Town, Photographer. Pet Nov 17. Dec 7 at 2. Webb, Lincoln's-inn-fields.
Seabrook, Hy Walter, Gloucester-ter, Park-walk, Chelsea, Prisoner for Debt. Pet Nov 19. Dec 6 at 1. Hobbs & Seal, Serjeant's-inn, Fleet-st.
Smith, Fredk, Fenchurch-st, Comm Merchant. Pet Nov 14. Dec 14 at 11. Lawrance & Co, Old Jewry-chambers.
Stear, Hy Wakenham, St Benet's-pl, Gracechurch-st, Merchant. Pet Nov 14. Dec 6 at 11. Ellis & Co, Clement-lane.
Wildman, Wm, St Neot's, Huntingdon, Builder. Pet Nov 15. Dec 6 at 11. Parker & Co, Bedford-row.
Wilson, Wm, Kingsland-green, Kingsland, Merchant's Clerk. Pet Nov 19. Dec 5 at 11. R & C Hodgson, Salisbury-st, Strand.
Wratten, Wm, Canterbury, Kent, Tanner and Leather Dresser. Pet Nov 17. Dec 6 at 12. Delannex, Canterbury.

To Surrender in the Country.

Abell, Thos Hy, Plymouth, Fancy Draper. Pet Nov 19. Exeter, Dec 3 at 12.30. Fryer, Exeter.
Cox, Wm, Seagley, Stafford, Furniture Broker. Pet Oct 29. Dudley, Dec 2 at 11. Bartlett, Wolverhampton.
Crudge, Wm, Bampton, Devon, Cabinet Maker. Pet Nov 17. Tiverton, Dec 1 at 11. Densham, Bampton.
Dixon, Hy, Birm, Journeyman Spoon Maker. Pet Nov 16. Birm, Dec 2 at 12. Parry, Birm.
Dunkin, Jas, Minera, Denbigh, Mine Agent. Adj Nov 8. Wrexham, Dec 8 at 10.
Eaton, Mary, and Hy John Eaton, Wimborne Minster, Dorset, Builders. Pet Nov 16. Wimborne Minster, Dec 2 at 10. Moore, Wimborne Minster.
Eaves, Thos, Coventry, Plumber, Glazier, and Painter. Pet Oct 29. Birm, Dec 5 at 12. Davis, Coventry, and Hodgson & Son, Birm.
Fenwick, Robinson, North Seaton Colliery, Northumberland, Working Pitman. Adj Nov 11. Morpeth, Dec 8 at 6. Dodd, Blythe.
Fletcher, John, New Brompton, Kent, Baker. Pet Nov 18. Rochester, Dec 2 at 2. Hayward, Rochester.
Flint, John Steele, Tunbridge Wells, out of business. Pet Nov 18. Tonbridge Wells, Dec 2 at 3. Cripps, Tonbridge Wells.
Gallimore, Jas, Ilkeston, Derby, Grocer. Pet Nov 17. Belper, Dec 8 at 2. Heathcote, Nottingham.
Garner, Jas, Northampton, Fishmonger. Pet Nov 17. Northampton, Dec 3 at 10. Sheild & White, Northampton.
Greenwood, Wm, Blackburn, Lancaster, Manufacturer. Pet Nov 9. Manch, Dec 5 at 12. Richardson, Manch.
Hately, Wm, Jarrow, Durham, Draper. Pet Nov 18. Belford, Dec 2 at 12. Scaife & Britton, Newcastle-upon-Tyne.
Humfrey, John, Stafford, Beerhouse Keeper. Pet Nov 17. Birm, Dec 5 at 12. James & Griffin, Birm.
Hundley, Saml, Worcester, Baker. Pet Nov 18. Worcester, Dec 5 at 11. Wilson, Worcester.
Joynson, Wm, Lpool, Builder. Pet Nov 18. Lpool, Dec 3 at 12. Etty, Lpool.
Kenningham, John, Broughton, Lancaster, School Keeper and Teacher. Pet Nov 18. Salford, Dec 3 at 9.30. Farrington, Manch.
Kettle, John, Birm, Malt and Coffee Roaster and Dealer. Pet Nov 17. Birm, Dec 5 at 12. Rawlins & Rowley, Birm.

Lewis, Jas, Bodenham, Hereford, Labourer. Pet Nov 21. Birm, Dec 9 at 12. Suckling, Birm.
Mansall, Shadrach, Kidsgrove, Stafford, Puddler. Adj Oct 17. Hanley, Dec 10 at 11.
McCullock, John, Stockton-on-Tees, Durham, Tea Dealer. Pet Nov 18. Newcastle-upon-Tyne, Dec 5 at 12. Griffith & Crighton, Newcastle-on-Tyne.
Measures, Jas, Peterborough, Northampton, Baker. Pet Nov 16. Peterborough, Dec 3 at 11. Taylor, Peterborough.
Nickson, Mary, Blackpool, Lancaster, Milliner. Pet Nov 16. Poulton, Dec 7 at 12. Brierley, Blackpool.
Nixon, Luther, Stafford, Shoe Manufacturer. Pet Nov 14. Stafford, Dec 5 at 10.
Owen, James, Hulme, Manch, Grocer. Pet Nov 18. Manch, Dec 6 at 11. Hulton, Salford.
Perkins, Andrew, jun, Bridgwater, Somerset, Accountant. Pet Nov 18. Exeter, Dec 2 at 1. Reed, Bridgwater, and Clarke, Exeter.
Potter, Wm, Manch, Newspaper Agent. Pet Nov 17. Manch, Dec 7 at 12. Boote, Manch.
Ratcliffe, John, Longton, Stafford, Baker. Pet Nov 14. Stoke-upon-Trent. Dec 3 at 11. E. & A. Tennant, Hanley.
Reynolds, John, Prisoner for Debt, Lancaster. Adj Nov 11. Lancaster, Dec 5 at 10. Brandwood, Bolton.
Robinson, Thos, Leigh, Essex, Innkeeper. Pet Nov 3 (for pau). Chelmsford, Nov 28 at 2. Duffield.
Rome, Jas, Prisoner for Debt, Manch. Adj Oct 19. Salford, Dec 3 at 9.30.
Rookes, Jas, Cardigan, Grocer. Pet Oct 26. Bristol, Dec 2 at 11. Press & Inskip, Bristol.
Scholfield, Abel, Lpool, Comm Agent. Adj Nov 17. Lpool Dec 3 at 11. Turner, Lpool.
Searle, Richd Robt Hellier, Plymouth, Chemist and Druggist. Pet Nov 17. East Stonehouse, Dec 7 at 11. Edmonds & Sons, Plymouth.
Shaw, John, jun, Hoyland-common, York, Mason. Pet Aug 16. Barnsley, Dec 15 at 2. Broadbent, Sheffield.
Shuttleworth, John, Thornton, York, Innkeeper. Pet Nov 18. Skipton, Dec 6 at 2.30. Robinson, Skipton.
Steel, Robt, Wortley, Leeds, Cordwainer. Pet Nov 17. Leeds, Dec 2 at 12. Harle, Leeds.
Symes, John, Bristol, Innkeeper. Pet Nov 18. Bristol, Dec 2 at 11. Clifton & Co, Bristol.
Tate, John Clennell, Newcastle-upon-Tyne, Engraver. Pet Nov 15. Newcastle, Dec 3 at 11. Joel, Newcastle-upon-Tyne.
Taylor, Hy, Blowick, Lancaster, out of business. Pet Nov 18. Ormskirk, Dec 5 at 10. Higginbottom, Southport.
Toplis, Wm, Prisoner for Debt, Lancaster. Adj Nov 14. Lancaster, Dec 2 at 12.
Tremlett, Jas Commins, Kerswell, Devon, Shoemaker. Pet Nov 18. Honiton, Dec 2 at 11. Floud, Exeter.
Williams, Algernon Sydney, Derby, Engraver. Pet Nov 19. Derby, Dec 5 at 12. Briggs, Derby.
Wilson, Robt, Ipswich, Suffolk, Pig and Cattle Dealer. Pet Nov 17. Ipswich, Dec 1 at 11. Pownall. Ipswich.
Wood, John, Sheffield, Table Knife Maker. Pet Nov 18. Sheffield, Dec 8 at 1. Micklethwaite, Sheffield.

FRIDAY, Nov. 25, 1864.

To Surrender in London.

Andrews, Alfred, Northampton, Shoe Manufacturer. Pet Nov 23. Dec 19 at 11. Greville, St Swithin's-lane.
Arnold, Caroline, Hart-st, Bloomsbury-sq, Boarding-house Keeper, Widow. Pet Nov 21. Dec 5 at 12. Stackpoole, Old Broad-st.
Balls, Wm Girling, Prisoner for Debt, London. Adj Nov 19. Dec 5 at 1. Aldridge.
Beard, Thos Geo, Basingstoke, Southampton, Bookseller, Stationer, and Printer. Pet Nov 22. Dec 8 at 11. Lott, Parliament-st, Westminster.
Buquet, Jules, Prisoner for Debt, London. Adj Nov 18. Dec 5 at 1. Aldridge.
Burrage, John, Davey-pl, Norwich, Tailor and General Outfitter. Pet Nov 21. Dec 14 at 2. Roche & Gover, Old Jewry.
Campbell, John, Suffolk-st, Commercial-rd East, Comedian. Pet Nov 21. Dec 8 at 11. George, Jermyn-st.
Elliot, Edwd Eden, Victoria-rd, South Kensington, no occupation. Pet Nov 19. Dec 14 at 2. Hodgson, Salisbury-st.
Chapman, Wm Geo, Prisoner for Debt, London. Pet Nov 21. Dec 5 at 12. Chandler, Bucklersbury.
Gain, Joseph, Portsea, Carpenter and Builder. Pet Nov 21. Dec 5 at 12. Gregory & Rowcliffes, Bedford-row.
Glavcopidi, Spiridion, Gresham-st, Merchant and Comm Agent. Pet Nov 22. Dec 5 at 2. Chidley, Old Jewry.
Goddard, Wm, Licensed Victualler, Prisoner for Debt, London. Adj Nov 18. Dec 5 at 1. Aldridge.
Goddard, Wm Hy, Rye, Plumber and Glazier. Pet Nov 21. Dec 8 at 12. Hewitt, Nicholas-lane.
Grant, Gregor, Gt Tower-st, Leather Manufacturer. Pet Nov 19. Dec 8 at 11. Hodgson, Salisbury-st.
Graystone, Ebenezer, Albert-ter, Islington, Carpenter and Builder. Pet Nov 21. Dec 14 at 1. Kingdom, Lawrence-lane.
Hawley, Geo Wm, Oakham, Coal Merchant. Pet Nov 23. Dec 14 at 12. Wright & Bonner, Fenchurch-st.
Joyce, Walter, Comedian, Prisoner for Debt, Maidstone. Adj Nov 21. Dec 14 at 12. Aldridge.
Kahl, Albert, Champion-grove, Camberwell, Shipbroker. Pet Nov 21. Dec 5 at 12. Linklater & Hackwood, Walbrook.
Kedge, Robt, Hackett's-ter, Park-rd, Peckham, Cowkeeper and Grocer. Pet Nov 23. Dec 14 at 12. Buchanan, Basinghall-st.
King, Rev Wm Wilson, Percy-st, Tottenham-ct-rd, Rector of Fleet-Marston, Bucks. Pet Nov 17. Dec 19 at 11. Kisch, Lancaster-pl, Strand.
Lamb, Fredk, Clerk to a publisher, Prisoner for Debt, London. Pet Nov 23. Dec 8 at 12. New, Fleet-st.
Lanagan, John, Kentish-town, Farmer and Cattle Dealer. Adj Nov 9. Dec 19 at 11. Aldridge.
Leech, John Golding, Portland-ter, Upper Norwood, Journeyman Carpenter. Pet Nov 22. Dec 8 at 11. Borley, Bucklersbury.
Lindsay, Edward Collins, Bromley-cottages, Bromley, Clerk to Distillers. Pet Nov 21. Dec 14 at 1. Pope, Old Broad-st.
Locke, Wm, Prisoner for Debt, London. Adj Nov 18. Dec 5 at 1. Aldridge.
Martin, Edwd, Prisoner for Debt London. Adj Nov 18. Dec 5 at 12. Aldridge.
Mayor, Chas, Oxford-st, Fruiterer and Greengrocer. Pet Nov 22. Dec 5 at 2. Hill, Basinghall-st.
Naylor, Edwin Close, Prisoner for Debt, London. Adj Nov 18. Dec 5 at 1. Aldridge.
Noble, Geo Ingham, Christopher-sq, Finsbury, Oil and Pickle Merchant. Pet Nov 21. Dec 8 at 12. Wood & King, Basinghall-st.
Perry, John, Harlesden-villas, Prisoner for Debt, London. Pet Nov 23. Dec 8 at 12. Lewis, Ely-pl.
Scott, Wm John, Wormwood-st, Butcher. Pet Nov 15. Dec 14 at 12. Keighley & Gething, Ironmonger-lane.
Smith, Abraham, Dockhead, Tailor. Pet Nov 22. Dec 5 at 2. Clarke & Co, Coleman-st.
Smith, Thos, Cambridge-ter, Paddington, Horse Dealer. Pet Nov 22. Dec 5 at 2. Treherne & White, Barge-yard-chambers.
Taylor, Robt, Traveller, Prisoner for Debt, London. Pet Nov 22 (for pau). Dec 19 at 11. Atkinson, Bedford-row.
Tubbs, Wm Fredk, Southampton, Grocer. Pet Nov 21. Dec 5 at 12. Paterson & Son, Bouverie-st.
Ward, Hy Wm, Prisoner for Debt, London. Adj Nov 19. Dec 5 at 1. Aldridge.
Warren, Mary, Stonefield-st, Islington, Widow, Lodging-house Keeper. Pet Nov 21. Dec 5 at 12. Waldron, Lamb's Conduit-st.

To Surrender in the Country.

Barnett, Wm, Edgbastone, Warwick, out of business. Pet Nov 23. Birm, Dec 9 at 12. Smith, Birm.
Brett, John, Fakenham, Norfolk, Baker. Pet Nov 22. Little Walsingham, Dec 7 at 10. Drake, East Dereham.
Bright, Hy, Yarmouth, Isle of Wight, Postmaster. Pet Nov 22. Newport, Dec 10 at 11.30. Davis, Lymington.
Brown, Thos, Ironvilla, Derby, Grocer. Pet Nov 16. Alfreton, Dec 14 at 1. Smith, Derby.
Callcott, John, Birm, Draper, Hosier, and Hatter. Pet Nov 15. Birm, Dec 12 at 12. James & Griffin, Birm.
Clark, Hy, Swansea, Glamorgan, Licensed Victualler. Pet Nov 21. Swansea, Dec 7 at 12. Morris, Swansea.
Coop, Saml, Woolfold, nr Bury, Lancaster, Wheelwright and Blacksmith. Pet Nov 23. Bury, Dec 7 at 10. P & J Watson, Bury.
Coxhead, Wm Fearnhall, Ingatestone, Essex, Harness Maker. Pet Nov 19. Chelmsford, Dec 6 at 11. Duffield, Chelmsford.
Craven, John, Lpool, out of business. Pet Nov 19. Lpool, Dec 6 at 3. Nordon, Lpool.
Crowe, John Geo, East Retford, Nottingham, Publican. Adj Nov 15. East Retford, Dec 3 at 10. Marshall.
Crump, Jas, Leominster, Hereford, Innkeeper. Pet Nov 21. Leominster, Dec 7 at 2. Redford, Leominster.
Daniel, Joseph, Worcester, out of business. Pet Nov 21. Worcester, Dec 8 at 11. Corles, Worcester.
Dawes, Thos Geo, Wednesbury, Stafford, Draper's Assistant. Pet Nov 23. Walsall, Dec 7 at 12. Stratton, Wolverhampton.
Dixon, Eliz, Horsforth, nr Leeds, Grocer and Provision Dealer. Pet Nov 21. Leeds, Dec 5 at 11. Harle, Leeds.
Douglass, Wm, Coventry, Ironmonger's Assistant. Pet Nov 19. Coventry, Dec 15 at 3. Smallbone, Coventry.
Elliott, John Bingham, Pinxton, Derby, Cordwainer. Pet Nov 16. Alfreton, Dec 14 at 1. Dawson, Nottingham.
Evans, Geo, Gloucester, Builder. Pet Nov 23. Gloucester, Dec 12 at 12. Cooke, Gloucester.
Furness, Joseph, Bury, Lancaster, Hat and Cap Manufacturer. Pet Nov 22. Bury, Dec 8 at 9. Crossland, Bury.
Geissler, Johann, Manch, Merchant. Pet Nov 22. Manch, Dec 7 at 11. Tidswell & Galloway, Manch.
George, Wm, Dover, Kent, Inspector of Plate Layers. Pet Nov 18. Dec 6 at 12. Fox, Dover.
Gilbertson, John, Lpool, Beerhouse Keeper. Adj Nov 17. Lpool, Dec 8 at 3.
Goodwin, Joseph, Warrington, Lancaster, Baker. Pet Nov 21. Warrington, Dec 15 at 1. Nicholson & White.
Grant, Wm Hy, Ryde, Isle of Wight, Waiter. Pet Nov 22. Newport, Dec 10 at 11. Beckingsale, Newport.
Halliday, Jas, Birkenhead, Chester, Provision Dealer. Pet Nov 21. Birkenhead, Dec 7 at 11. Ward, Birkenhead.
Harper, John, Dudley Port, Stafford, Journeyman Joiner. Pet Nov 3. Dudley, Dec 12 at 11. East, Birm.
Hays, Wm, Barnsley, York, Greengrocer. Pet Nov 19. Barnsley, Dec 8 at 12. Hamer, Barnsley.
Hobson, Benj, Sheffield, Engineer. Pet Nov 21. Rotherham, Dec 12 at 3. Broadbent, Sheffield.
Humphrey, Geo, Norwich, out of business. Pet Nov 22. Little Walsingham, Dec 7 at 10. Wilkin, King's Lynn.
Jones, Robert, Bryncroes, Carnarvon, Farmer and Stage Car Proprietor. Pet Nov 19. Pwllheli, Dec 7 at 1. Roberts, Pwllheli.
McDonald, Wm, Halifax, York, Draper. Pet Nov 12. Leeds, Dec 5 at 11. Simpson, Leeds.
Martin, John, Lanteglos-by-Fowey, Cornwall, Miller. Pet Nov 19. Liskeard, Dec 6 at 11. Sobey, Fowey.
Nicholson, Jas, Birkenhead, Chester, Coal Dealer. Pet Nov 23. Lpool, Dec 8 at 12. Stable & Jameson, Lpool.
Perry, Geo, Birm, Publican and Journeyman Brass Caster. Pet Nov 16. Warwick, Dec 19 at 10.
Pickering, Wm, Birm, Chemist and Druggist. Pet Nov 18 (for pau). Birm, Dec 19 at 10.
Reading, Thos, Sparbrook, nr Birm, Licensed Victualler. Pet Nov 22 (for pau). Birm, Dec 12 at 12. James & Griffin, Birm.
Rimmer, Wm, Birkdale, nr Southport, Lancaster, Contractor. Pet Nov 19. Lpool, Dec 8 at 11. Dodge & Wynne, Lpool.
Sey, Geo, Ainsworth, nr Bury, Lancaster, Carrier. Pet Nov 21. Bury, Dec 8 at 10. Glover & Ramwell, Bolton.
Simpson, John, Liverpool, Hardware Comm Agent. Pet Nov 4. Lpool, Dec 7 at 3. Gardner, Lancaster.
Sheldon, John, Birm, Boot and Shoe Maker. Pet Nov 21. Birm, Dec 17 at 10. Parry, Birm.
Smyth, Joseph Miles, & Geo McKenzie Craig, Lpool, Booksellers. Pet Nov 22. Lpool, Dec 8 at 12. Tyrer, Lpool.

Snowball, Thos, Hedley, Northumberland, Farmer. Pet Nov 21. Hexham, Dec 10 at 11. Taylor, Hexham.
Storer, John, Codnor, Derby, Beerhouse Keeper. Pet Nov 16. Alfreton, Dec 14 at 1. Walker, Belper.
Thomas, John, Landore, nr Swansea, Butcher and Cattle Dealer. Pet Nov 9. Swansea, Dec 7 at 12. Morris, Swansea.
Thompson, John, High Harrogate, York, Joiner and Builder. Pet Nov 22. Leeds, Dec 5 at 11. Simpson, Leeds.
Tonelli, Luigi, Prisoner for Debt, Kingston-upon-Hull. Adj Nov 16. Leeds, Dec 7 at 12.
Wakeford, Edwd, Hereford, Mercer. Pet Nov 14. Hereford, Dec 6 at 10. Averill, Hereford.
Walford, Thos Broadish, Rushmere, Suffolk, Shopkeeper. Pet Nov 22. Ipswich, Dec 7 at 11. Moore, Ipswich.
Walter, Chas, Leamington, Warwick, Butcher. Pet Nov 21. Birm, Dec 5 at 12. Hodgson & Son, Birm.
Webb, Jas, Bloxwich, Stafford, Bridle Bit Manufacturer. Pet Nov 3. Birm, Dec 12 at 12. Smith, Birm.
Webster, Thos, St Helen's, Lancaster, Joiner and Builder. Pet Nov 22. Lpool, Dec 8 at 11. Beasley, St Helen's.
Williams, John Richd, Llanfechell, Anglesey, Draper and Grocer. Pet Nov 22. Lpool, Dec 8 at 12. Goldrick, Lpool.
Wood, Edwd, Wavertree, Lancaster, Journeyman Joiner. Pet Nov 21. Lpool, Dec 8 at 3. Grattan, Birkenhead.
Wright, Christopher Norton, Nottingham, Printer and Reporter. Pet Nov 22. Birm, Dec 6 at 11. Buttery, Nottingham.

TUESDAY, Nov. 29, 1864.

To Surrender in London.

Allcock, Robt, Acton-st, Gray's-inn-rd, General Dealer. Pet Nov 24. Dec 14 at 1. Wyatt, Harpur-st, Red Lion-sq.
Andrews, Robt, Prisoner for Debt, London. Adj Nov 19. Dec 21 at 11. Aldridge, Moorgate-st.
Avramachis, Timoleon, Regent-st, Tobacco Manufacturer. Pet Nov 25. Dec 14 at 1. Chidley, Old Jewry.
Booth, Philip Giliott, Prisoner for Debt, London. Adj Nov 18. Dec 19 at 12. Aldridge.
Boulding, Isabella Mary, Spinster, Prisoner for Debt, Springfield Prison. Adj Nov 19. Dec 19 at 11. Aldridge.
Brett, John Geo, New North-st, Red Lion-sq, Clerk. Pet Nov 24. Dec 19 at 12. Leverson, Bishopsgate-st Within.
Brown, Hy, Horse Dealer, Prisoner for Debt, London. Adj Nov 18. Dec 15 at 12. Aldridge.
Cant, Fredk, Aldersgate-st, Boot Manufacturer. Pet Nov 25. Dec 13 at 2. Thompson, Gray's-inn-sq.
Emberson, Thos, Surbiton, Surrey, Draper. Pet Nov 23. Dec 15 at 11. Marshall, Hatton-garden
Ewens, Geo, Aberdeen-ter, Victoria-park, out of business. Pet Nov 24. Dec 13 at 12. Silvester, Gt Dover-st.
Finckh, John, Coleman-st, no business. Adj Nov 18. Dec 21 at 11. Aldridge.
Gay, David, Cheapside, Photographer. Pet Nov 25. Dec 15 at 12. Peddell, Ironmonger-lane, Cheapside.
Goatly, Wm Ephraim, Attorney, Prisoner for Debt, Maidstone. Adj Nov 21. Dec 15 at 12. Aldridge.
Goodall, John, Prisoner for Debt, London. Adj Nov 19. Dec 15 at 11. Aldridge.
Grant, Kate, Round-hill crescent, Brighton, Spinster. Pet Nov 24. Dec 19 at 12. Edwards & Bailey, Winchester.
Gurney, Hy, Prisoner for Debt, London. Pet Nov 23. Dec 14 at 1. Atkinson, Chancery-lane.
Harris, Wm, Vigo-st, Gun Maker. Pet Nov 22. Dec 19 at 1. Lawrence, Bedford-sq.
Hartog, Carl Saml Heinrich, Prisoner for Debt, London. Pet Nov 23. Dec 19 at 1. Atkinson, Chancery-lane.
Herrick, Wm, Hy, Prisoner for Debt, London, Adj Nov 19. Dec 19 at 1. Aldridge.
Hames, Geo, Soap Manufacturer, Prisoner for Debt, London. Adj Nov 18. Dec 13 at 1 Aldridge.
Ireland, Jas, Licensed Victualler, Prisoner for Debt, London. Adj Nov 19. Dec 15 at 11. Aldridge.
Johnson, Chas Davis, Plumber, Prisoner for Debt, London. Adj Nov 18. Dec 15 at 11. Aldridge.
Layton, Alfred, Guildford-st, Russell-sq, no employ. Pet Nov 22. Dec 19 at 1. Lumley & Lumley, Moorgate-st.
Lee, Rhoda, no business, Prisoner for Debt, London. Adj Nov 22. Dec 21 at 11. Aldridge.
Locke, Geo Lewis, Pianoforte Small Works Maker, Prisoner for Debt, London. Adj Nov 8. Dec 21 at 11. Aldridge.
Lyons, Hyam, Ebenezer-sq, Houndsditch, General Dealer. Pet Nov 24. Dec 14 at 12. Poole, Bartholomew-close.
Mavrogordato, John, Gresham-st, Glove Manufacturer. Pet Nov 18. Dec 14 at 11. Abrahams, Gresham-st.
Mortimer, Edwd, Prisoner for Debt, London. Adj Nov 18. Dec 13 at 1. Aldridge.
Negus, Thos Richardson, Leatherhead, Chemist. Pet Nov 24. Dec 13 at 1. Roberts, Gray's-inn.
Plowden, Edmund Chichley, Craven-st, Strand, Wine Merchant. Pet Nov 25. Dec 14 at 1. Gibbs & Tucker, Lothbury.
Poulter, Thos, Teddington, no business. Pet Nov 26. Dec 19 at 2. Greenwood, Chancery lane.
Price, Thos Hy, High-st, Stepney, Cork Manufacturer. Pet Nov 26. Dec 14 at 2. Abbott, Mark-st.
Rautz-Rees, Louis Otto, Prisoner for Debt, London. Pet Nov 25. Dec 14 at 1. Ashurst & Co, Old Jewry.
Saph, Robt Powell, Salisbury, Wilts, Hatter. Pet Nov 25. Dec 14 at 1. Wells, Moorgate-st.
Searle, Hampden Sydney, Wellington-rd, Middx, Tailor. Pet Nov 22. Dec 13 at 1. Marshall, Hatton-garden.
Stannard, Edwd Jenner, St Benet's-pl, Gracechurch-st, Wine Merchant. Pet Nov 22. Dec 15 at 11. Miller & Co, Philpot-lane.
Steinau, Maurice, Prisoner for Debt, London. Adj Nov 18. Dec 19 at 1. Aldridge.
Stephens, Cornelius, & John Kearney, Lombard-st, Tailors. Pet Nov 21. Dec 19 at 12. Drew, New Basinghall-st.
Tenner, Richd, Chapel-st, Grosvenor-sq, Middx, Tobacconist. Pet Nov 26. Dec 13 at 2. Preston & Dorman, Gresham-st.
Thorn, Mary Ann, Widow, Prisoner for Debt, London. Pet Nov 26. Dec 14 at 2. Branwell, Bush-lane, Cannon-st.
Turner, Hy, out of business, Prisoner for Debt, London. Pet Nov 21 (for pau). Dec 13 at 1. Spencer, Coleman-st-bldgs.
Wainwright, Eli, Fareham, Hants, Corn Merchant. Pet Nov 18. Dec 13 at 2. Stocken, Leadenhall-st.
Wallace, Wm Seymour, Camberwell-rd, no business. Pet Nov 25. Dec 15 at 12 Buchanan, Basinghall-st.
Wallen, Geo, Prisoner for Debt, London. Adj Nov 18. Dec 13 at 2. Aldridge.
Wardill, Jonathan, Engineer, Lower Shadwell. Pet Nov 23. Dec 14 at 1. Miller & Smith, Chatham-place.
Wiggin, Wm, Prisoner for Debt, London. Adj Nov 18. Dec 15 at 11. Aldridge.
Williams, Jas, Ipswich, Suffolk, Builder. Pet Nov 26. Dec 14 at 2. Lewis, Ely-pl, Holborn.
Wilson, Jas, Prisoner for Debt, London. Adj Nov 19. Dec 15 at 12. Aldridge.
Wright, Fredk Wm, Gravesend, Chemist. Pet Nov 23. Dec 19 at 2 Edwards, Furnival's-inn.
Yrigoyti, Francis de, Muscovy-ct, Tower-hill, Wine Merchant. Pet Nov 23. Dec 14 at 12. Abrahams, Gresham-st.

To Surrender in the Country.

Abson, Edwd, jun, Barnsley, York, Coachbuilder. Pet Nov 26. Barnsley, Dec 15 at 2. Rogers, Barnsley.
Baines, Saml, Brighouse, York, out of business. Pet Nov 26. Leeds, Dec 12 at 11. Bond & Barwick, Leeds.
Bellamy, Hy, Sheffield, Confectioner. Pet Nov 24. Sheffield, Dec 14 at 1. Binney & Son, Sheffield.
Capper, Joseph, Northwich, Chester, Boot Manufacturer. Pet Nov 25. Northwich, Dec 14 at 3. Thompson, Northwich.
Charlesworth, Geo, Hulme, Lancaster, Card Dealer. Pet Nov 15. Salford, Dec 10 at 9.30. Mann, Manch.
Cook, Joseph, Hereford, Fruiterer. Pet Nov 26. Hereford, Dec 20 at 10. Averill, Hereford.
De Rymer, Richd, Oldham, Lancaster, Painter. Pet Nov 24. Oldham, Dec 15 at 12. Thompson, Oldham.
Draper, Richd, Cheltenham, Gloucester, Boot Maker. Pet Nov 23. Cheltenham, Dec 13 at 11. Chesshyre, Cheltenham.
Duckett, Thos, Dawley, Salop, Beerseller. Pet Nov 24. Madeley, Dec 17 at 12. Taylor, Wellington.
Emerson, Jas, Gt Yarmouth, Norfolk, Bricklayer. Pet Nov 17. Gt Yarmouth, Dec 6 at 12. Sadd, Norwich.
Gabriel, Thos, Llantisilio, Denbigh, Blacksmith. Pet Nov 26. Corwen, Jan 24 at 12. Ward, Birkenhead.
Hadley, Robt, Sheffield, Iron Founder. Pet Nov 24. Sheffield, Dec 14 at 1. Patteson, Sheffield.
Harris, John, Churston Ferrers, Devon, Baker. Pet Nov 23. Totnes, Dec 10 at 12. Windeatt, Totnes.
Harvey, Wm, Huncote, Leicester, Maltster. Pet Nov 28. Birm, Dec 12 at 12. Bouskell, Leicester.
Hindley, John, Ashton-under-Lyne, Bootmaker. Pet Sept 17 (for pau). Ashton-under-Lyne, Dec 15 at 12. Hibbert, Hyde.
Horwood, Robt, West Teignmouth, Devon, Master Mariner. Pet Nov 19 (for pau). Exeter, Dec 10 at 11. Floud, Exeter.
Jones, Jenkins, Chapel-en-le-Frith, Derby, Blacksmith. Pet Nov 25. Chapel-en-le-Frith, Dec 12 at 12. Gardner, Manch.
Leonard, John, Houghton-le-Spring, Grocer. Pet Nov 23. Newcastle-upon-Tyne, Dec 12 at 12.30. Hodge & Harle, Newcastle-upon-Tyne.
Lewis, Archibald, Merthyr Tydfil, Glamorgan, Tailor. Pet Nov 24. Merthyr Tydfil, Dec 10 at 2. Williams, Merthyr Tydfil.
Longhurst, David, Eastbourne, Sussex, Fish Dealer. Pet Nov 24. Lewes, Dec 12 at 11. Hillman, Lewes.
Lupton, Wm, Armley, York, Coal Merchant. Pet Nov 24. Leeds, Dec 15 at 12. Harle, Leeds.
Mark, Abraham Isaac, Prisoner for Debt, Durham. Pet Nov 26. Newcastle-upon-Tyne, Dec 14 at 11. Hoyle, Newcastle-upon-Tyne.
Merriman, Hy, Bilson Woodside, East Dean, Gloucester, Collier. Pet Nov 23. Newnham, Dec 12 at 12. Goold, Newnham.
Monks, John, Prisoner for Debt, Lancaster. Adj Nov 14 (for pau). Warrington, Dec 16 at 1.
Moses, Wm Robt, Southampton, Baker. Pet Nov 24. Southampton, Dec 10 at 1. Mackey, Southampton.
Moulds, Wm, Selby, York, Innkeeper. Pet Nov 24. Selby, Dec 14 at 11. Bantoft, Selby.
Nicholl, Wm, Halifax, Woolstapler. Pet Nov 24. Leeds, Dec 12 at 11. Harle, Leeds.
Oldham, John, Manch, Beerhouse Keeper. Pet Nov 24. Manch, Dec 16 at 11. Cobbett & Wheeler, Manch.
Palin, Wm, Oxton, Chester, Corn Merchant. Pet Nov 24. Birkenhead, Dec 14 at 11. Brown, Lpool.
Rudman, Moses, Lancaster, Wheelwright. Pet Nov 25. Bury, Dec 15 at 10. Anderton, Bury.
Rushton, Alfred Thos, Worcester, Boot Manufacturer. Pet Nov 28. Birm, Dec 16 at 12. Wright, Birm, and Devereux, Worcester.
Salthill, Wm Hy, Southampton, Milliner. Pet Nov 23. Southampton, Dec 12 at 12. Mackey, Southampton.
Stansfield, Geo, Hulme, Lancaster, Butcher. Pet Nov 25. Salford, Dec 10 at 9.30. Foulkes, Manch.
Stirk, Isaiah, Birm, out of business. Pet Nov 24. Birm, Dec 12 at 12. Parry, Birm.
Watts, Saml, Cardiff, Glamorgan, Eating-house Keeper. Pet Nov 24. Cardiff, Dec 13 at 11. Shipton, Cardiff.
Wise, Wm Hy, Solihull, Warwick, Farmer. Pet Nov 28. Birm, Dec 12 at 12. Smith, Birm.
Wright, Hy John, Rotherham, York, Blacksmith. Pet Nov 24. Rotherham, Dec 12 at 2. Hirst, Rotherham.
Phillips, Thos, Llanbadarnodwyn, Cardigan, Grocer. Pet Nov 24. Bristol, Dec 9 at 11. Press & Inskip, Bristol.
Pilling, Jas, Jonathan Eaves, & Thos Eaves, Rawtenstall, Lancaster, Cotton Manufacturers. Pet Nov 25. Manch, Dec 14 at 12. Boote, Manch.
Redfern, Elijah, Stockport, Chester, Innkeeper. Pet Nov 23. Stockport, Dec 16 at 12. Howard, Stockport.
Reynolds, John Hy, Redruth, Cornwall, Printer. Pet Nov 18. Exeter, Dec 14 at 11. Downing, Redruth, and Pitts, Exeter.

THE

IMPERIAL MERCANTILE CREDIT ASSOCIATION (LIMITED)

ARE AUTHORISED TO RECEIVE APPLICATIONS FOR

£2,800,000 CERTIFICATES OF DEBENTURE

OF THE

ATLANTIC AND GREAT WESTERN RAILWAY

(NEW YORK—PENNSYLVANIA—OHIO),

Of which £1,200,000 *have been already applied for.*

These Certificates will be issued at £90 for £100, to be redeemed at par—£100 sterling—at the end of three years, with interest at 8 per cent. per annum, payable half-yearly, on the 15th of May and 15th of November in each year, the payment of the interest in London being guaranteed by the Consolidated Bank (Limited), London.

Trustees.

SAMUEL GURNEY, Esq., M.P. | JOHN KENNARD, Esq. | CHARLES MOZLEY, Esq.

Bankers.

THE CONSOLIDATED BANK, London and Manchester.
Messrs. A. HEYWOOD, SONS, & Co., Liverpool.

Solicitors.

Messrs. FRESHFIELDS & NEWMAN, Bank-buildings, London, E.C.

Brokers.

Messrs. JOSHUA HUTCHINSON & SON, 15, Angel-court, Throgmorton-street, London, E.C.
E. F. SATTERTHWAITE, Esq., 38, Throgmorton-street, London, E.C.
Messrs. T. TINLEY & SONS, No. 44, Brown's-buildings, Liverpool.
Messrs. SHORE & KIRK, No. 14, St. Ann's-square, Manchester.

The Imperial Mercantile Credit Association (Limited) are prepared to receive subscriptions for the above amount of certificates of debentures, of which £1,200,000 have been already applied for.

The Atlantic and Great Western Railway consists of the following divisions and branches:—

The main line in New York	50 miles.	
„ in Pennsylvania	90 „	
„ in Ohio	245 „	
		385
Extension in New York (Buffalo)	45 „	
„ to Old Creek, in Pennsylvania	35 „	
„ to Coal Regions in Ohio (New Lisbon)	20 „	
„ to Cleveland	67 „	
		167
Total		552 miles.

Also the Erie and Niagara Railway, belonging to the same system, thirty miles in length, is wholly in Canada, and secures an enormous coal traffic over 200 miles of the Atlantic and Great Western, by whom it has been constructed, and is now chiefly owned.

The route of this great railway, connecting New York with St. Louis, a distance of 1,200 miles (without change of carriage or break of gauge), passes through Free States, far removed from the scene of war. The line is now completed, and in possession of a traffic which may fairly be called extraordinary. For September last the gross earnings on 322 miles open, were, at ordinary exchange, at the rate of £1,100,000 per annum (exclusive of the bonus of 10 per cent. paid by the Erie Railway on all through traffic, which will probably reach £100,000 per annum additional), the earnings having increased since the commencement of the year by 100 per cent. This, even at the present exchange, would leave a large surplus after payment of the interest in gold on the bonded debt. The power to increase the fares will, of course, be exercised, if the present exceptional rates of exchange should continue.

The total bonded debt over the whole system of the Atlantic and Great Western Railway is £8,600,110, and, with the exception of proceeds of bonds, £1,755,070 held by the public, the line has been constructed with funds advanced by capitalists, whose anticipations of profitable results have been far more than realised—the railway, although only partially developed, exhibiting returns of traffic and revenue which may, without exaggeration, be designated unexampled.

When this undertaking was projected, it was found necessary to obtain powers for its construction from each state through which it would pass. This compelled independent organisations and separate financial arrangements—the inconvenience attending which has become so manifest that it is determined to consolidate the whole line under one administration. Pending the completion of legislative enactments, it has been resolved to issue sterling certificates of debenture, payable in three years, bearing interest at 8 per cent. per annum, which interest is guaranteed by the Consolidated Bank, and the principal secured by a deposit with the trustees, of bonds and shares amounting, at usual exchange, to £4,230,493.

The bonds and shares so deposited will be kept at the Bank of England, in the names of the trustees, and the form of declaration of trust to be executed by them may be inspected at the office of Messrs. Freshfields & Newman.

The Erie Railway, of which the Atlantic and Great Western is practically an extension, upon a mileage of about the same extent, but constructed at a cost nearly three times as great, has earned in the present year sufficient, not only to pay interest on all its bonded debt, but also a dividend of 10 per cent. on ordinary stock. The Atlantic and Great Western Railway, in addition to its through traffic in common with the Erie, has almost a monopoly of the petroleum traffic in Pennsylvania, with vast coal fields, and other important sources of local revenue. The cost of its construction having been so much less, and its mortgage debt consequently so much smaller, with an assured traffic at least equal, it is estimated that in the three years during which the certificates of debenture run, the payment of the principal will be provided for out of revenue alone.

The Directors of the Erie Company have manifested the estimation in which they hold the Atlantic and Great Western Railway, and the opinion they entertain of its future prospects, by contracting to supply for its use, at their own expense, rolling stock to the extent of one million sterling.

The Atlantic and Great Western Railway has been constructed by Thomas W. Kennard, C.E., as engineer-in-chief, and under the immediate superintendence of an experienced agent of Messrs. Peto & Betts. A report from Sir S. Morton Peto, Bart., M.P., is annexed, showing that the works have been executed in the most substantial manner. Appended are some statistics derived from official returns, relating to the increase in the carriage eastwards of produce during the past five years from some of the chief cities of the west, with which traffic the Atlantic and Great Western Railway is directly connected; from these figures the causes of its extraordinary revenue may be deduced.

The certificates of debenture are in sums of £100, £500, and £1,000 each, with coupons attached for interest at 8 per cent. per annum, payable half-yearly. The interest for the whole term will be guaranteed by the Consolidated Bank, with whom securities have been lodged.

The price of issue is fixed at 90; and the instalments are payable as follows:—

5	per cent.	on application.	
10	„	allotment.	
10	„	17th January, 1865.	
15	„	17th February „	
15	„	17th March „	
17	„	17th April „	
18	„	15th May „	less coupon £4 per cent. due on that day.
90			

The certificates will be paid off at par on 15th November, 1867.

The interest on the investment, including the redemption at par, is upwards of 12 per cent. per annum, exclusive of interest on deferred instalments.

Subscribers have the option of paying all or any of the instalments in advance, and will be allowed a discount of 8 per cent. per annum on such prepayments.

After allotment, scrip will be issued to "bearer." On payment of the final instalment, the scrip will be exchanged for certificates of debenture, with guaranteed interest coupons attached, payable 15th May and 15th November in each year.

9, Great George-street, Westminster, Nov. 4, 1864.

To Samuel Gurney, Esq., M.P., John P. Kennard, Esq., and Charles Mozley, Esq., Trustees.

Dear Sirs,—You are aware that, at the request of the capitalists furnishing the funds for the construction of the Atlantic and Great Western Railway, my firm undertook the grave responsibility of the supervision of the works of the line to be executed under a contract with Mr. McHenry, and from the plans and designs of Mr. Thomas W. Kennard, the engineer-in-chief of the railway.

Before the works were commenced, my firm sent one of its most ex-

perienced agents, who had superintended the execution of several large works, and who had been in its employ upwards of thirty years, and entrusted to his charge the supervision of the various works to be executed on the railway.

It is due both to Mr. Kennard, the engineer-in-chief, and to Mr. McHenry, the contractor, that I should state to you that the position we occupied, which might have been an invidious one, has not, in the slightest degree, partaken of that character. Every recommendation of our agent has been at once cheerfully carried out, and Mr. McHenry has executed his contract with an honest desire to carry out every engagement in a fair and liberal spirit. The line has been ballasted and laid in a style fully equal to the best of our English railways, while the extremely favourable nature of the country through which it passes has rendered necessary so few works of art, that its maintenance need not exceed the average cost per mile of our railways at home. The stations throughout are of ample extent, and the siding accommodation fully equal to the requirements of the traffic.

It must be very satisfactory to you to find that the engineer-in-chief states in his last report that the traffic at the present time is sufficient to pay, at the then price of gold, the dividend on all the consolidated bonds of the entire line, assuming them not to be issued to a greater extent than £6,000 stg. (six thousand five hundred pounds sterling) per lineal mile. Estimates and predictions are so often falsified that this fact becomes peculiarly valuable; the more so as, at the present time, the rolling-stock is not more than equal to the requirements of the local traffic; and when the rolling-stock to be provided under the agreement with the Erie Company is placed on the line, these increased facilities cannot fail to produce an amount of traffic far exceeding the estimates which have been prepared in regard to it.

I am, dear Sirs, for Betts and Self,
Yours faithfully,
S. MORTON PETO.

Increase in the Carriage of Produce from West to East, during the past five years, derived from Official Returns.

CHICAGO.

	Total Grain.	Fat Cattle.	Pigs.
1859	16,754,138 bshls.	32,500	110,246
1860	31,108,759 ,,	92,000	227,164
1861	50,481,867 ,,	115,000	289,094
1862	56,487,110 ,,	107,966	491,135
1863	54,741,639 ,,	197,341	862,200

MILWAUKEE.

	Total Grain.	Pork, Beef, Lard, and Tallow.
1859	6,550,896 bshls.	10,206,400 lbs.
1860	9,995,000 ,,	11,068,000 ,,
1861	16,710,580 ,,	14,682,103 ,,
1862	18,732,389 ,,	30,553,668 ,,
1863	16,992,335 ,,	41,609,553 ,,

TOLEDO.

	Flour.	Wheat.	Cattle, Pigs, and Sheep.
1860	803,700 brls.	5,033,335 bshls.	209,608
1861	1,372,111 ,,	6,286,936 ,,	231,495
1862	1,585,325 ,,	9,627,629 ,,	431,804

BUFFALO.

	Total Grain.	Cattle, Pigs, and Sheep.
1860	37,039,461 bshls.	14,049,303 lbs.
1861	61,460,601 ,,	23,999,823 ,,
1862	72,872,454 ,,	107,129,461 ,,
1863	64,735,570 ,,	149,428,894 ,,

As respects Petroleum, in the carriage of which this railway has practically the monopoly:—

Petroleum produced in 1859		750 bbls. of 40 gallons.
,,	1860	50,000 ,,
,,	1861	550,000 ,,
,,	1862	2,000,000 ,,
,,	1863	2,220,000 ,,

The Cleveland branch of the Atlantic and Great Western Railway is engaged to the full extent of its capacity in the carriage of iron, the ore from the mines of Lake Superior, and in shipping coals in return vessels. These mines produced in

	Iron ore.	Copper.
1859	65,679 tons.	6,041 tons.
1863	230,000 tons.	10,000 tons.

Trade of Cincinnati.—Some idea of the enormous growth of trade at the West may be formed from the following statement of the value of the imports and exports of leading staples at Cincinnati:—

1858–59	160,220,954 dols.	1861–62	179,733,695 dols.
1859–60	180,384,404 ,,	1862–63	246,517,384 ,,
1860–61	147,226,262 ,,	1863–64	578,870,362 ,,

ATLANTIC AND GREAT WESTERN RAILWAY—NEW YORK, PENNSYLVANIA, AND OHIO.

FORM OF APPLICATION (to be retained by the bankers).

To the Imperial Mercantile Credit Association (Limited).

No.....

Having paid to the Consolidated Bank (Limited) the sum of £ , I hereby request that you will allot me £ Certificates of Debenture of the Atlantic and Great Western Railway, and I hereby agree to accept such Certificates of Debentures, or any less number that may be allotted to me, and to pay the instalments thereon, according to the terms of the prospectus.

I am, your obedient servant,
Signature .....
Address in full .....
Date .....
